

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-005

Agenda No. 10.A

Approved: JAN 13 2016

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 417.5
BALDWIN AVENUE, A/K/A BLOCK 6801, LOT 12, F/K/A BLOCK 563,
LOT 31.C**

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on December 10, 2007, Cheryl M. Cassagne (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$33,796.65 made under the Golden Neighborhoods Homeownership Program; and

WHEREAS the Second Mortgage was recorded in Book 16549 at Page 00061 of the Register of Deeds for Hudson County on January 2, 2008; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 417.5 Baldwin Avenue, Jersey City, also known as Block 6801, Lot 12, f/k/a Block 563, Lot 31.C; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$33,796.65, which is the full loan amount, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$33,796.65 affecting 417.5 Baldwin Avenue, Jersey City, also known as Block 6801, Lot 12, f/k/a Block 563, Lot 31.C.

JLB/he
12/18/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.2016											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 417.5 Baldwin Avenue, A.K.A. Block 6801, Lot 12 and F.K.A. Block 563, Lot 00031.C.

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage because Payoff of GNHP Grant received. Within the restricted period starting with the date the Borrower obtained title to the property and continuing for a period of a minimum of ten (10) years. The Borrower shall repay 100% of the loan if the borrower sells the unit or upon a default by the borrower.

I certify that all the facts presented herein are accurate.

Gary Craton / Asst. Dir. As Rodney Hairston

Signature of Department Director

Date

12/30/2015

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-006

Agenda No. 10.B

Approved: JAN 13 2016

TITLE:



CANCELLATION OF TAX LIEN 2015-0727 REPRESENTING INTEREST ONLY ON BLOCK 11611, LOT 1.01, MORE COMMONLY KNOWN AS 110 MORGAN ST

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the owner of 110 Morgan Street, designated as Block 11611, Lot 1.01 on the City's Official Tax Map, was required to make a payment to the City of Jersey City's Affordable Housing Trust Fund [AHTF] as a condition of site plan approval as required in the Power House Arts District Redevelopment Plan; and

WHEREAS, the owner received site plan approval on November 12, 2013; and

WHEREAS, thereafter, a dispute arose concerning the manner of calculating the AHTF payment, the due date of the payment and the rate of interest, if any, to be charged for a payment out of time; and

WHEREAS, on or about November 23, 2015, the owner paid the principle amount of the AHTF or \$1,816,650 in full; and

WHEREAS, however, interest charges of \$248,139 that were also posted to the property as if the AHTF charges carried interest at the same rate allowed by law for unpaid conventional taxes since 2013, remained unpaid and in dispute; and

WHEREAS, thereafter, as the result of negotiations between the parties, it was agreed that interest in the amount of \$10,000 was the fair and reasonable interest charge given the specific facts of this matter, which sum has already been tendered by the owner; and

WHEREAS, accordingly, the real estate tax lien now needs to be cancelled.

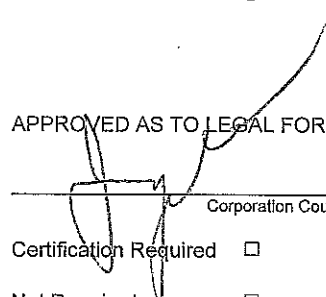
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that real estate tax lien 2015-0727 in the amount of \$248,139, representing interest only, against Block 11611, Lot 1.01, more commonly known as 110 Morgan Street, is hereby canceled.

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

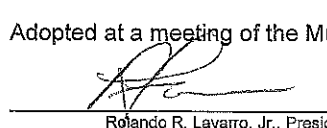
APPROVED 9-0

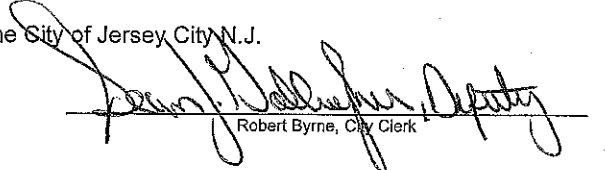
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1 13 16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

cancellation of interest on block 11611 lot 1.01 also known as 110 Morgan St

Initiator

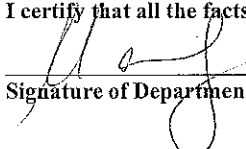
Department/Division	Administration	Tax Collections
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	201-547-5120	Maureen@JCNI.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

to cancel the interest on the affordable housing trust fund charges.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12-28-15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.007

Agenda No. 10.C

Approved: JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR

THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2016)

COUNCIL resolution.

Offered and moved adoption of the following

WHEREAS, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department the FY 2016 award of \$26,700.00 in overtime reimbursement grant funding to be utilized during the time period from October 1, 2015 until September 30, 2016; and

WHEREAS, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, and to purchase commodities; and

WHEREAS, the Jersey City Police Department would like to accept the \$26,700.00 in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City authorizes to accept the award of \$26,700.00 from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, and purchase commodities to help spread the message to "Walk and Drive Safely Jersey City."
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR
THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2016)**

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department would like to accept the FY 2016 grant award from New Jersey Division of Highway Traffic Safety in the amount of **\$26,700.00** to support the Jersey City Comprehensive Traffic Safety Program. This grant will continue to provide the funding to support overtime salaries for enforcement initiatives such as DWI Checkpoints, DWI Roving Patrols, Seatbelt Enforcement, Aggressive Driving Enforcement, and Pedestrian Decoy Operations.

Funds will also be used to purchase educational items that will help spread safety messages to motorists and pedestrians in hopes to ultimately change behaviors and reduce crashes.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

October 1, 2015 until September 30, 2016

Type of award

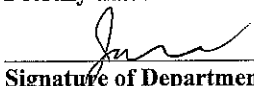
State Grant

If "Other Exception", enter type

Additional Information

The DHTS FY 2016 award letter and budget summary breakdown documents are attached to this Fact Sheet/Resolution.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/10/2015
Date

Contract Agreement

Project Title	Jersey City Comprehensive Traffic Safety Program
Grant Number	PT-16-03-04-01
Federal Fiscal Year	2016
Amount Awarded	\$26,700
Funding Source	SECTION 402-STATE AND COMMUNITY HIGHWAY SAFETY-CFDA 20.600
Project Period	10/1/2015 - 9/30/2016
Project Director	Jaclyn Marcazo
Financial Officer	Donna Mauer
Authorizing Official	Steven Fulop

Federal policy requires notification of Limited English Proficiency (LEP) requirements to entities that receive Federal funds. A copy of the US Department of Transportation's guide entitled, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" can be found on our website at www.state.nj.us/lps/htsalong with a power point presentation

The personnel of this Division look forward to the success of this project in improving highway traffic safety and are prepared to assist you in any way. Thank you for your interest and contributions to making New Jersey a safer state.

Gary Poedubicky
Acting Director and Governor's Representative

Jersey City
FED-2016-Jersey City-00132

BUDGET SUMMARY

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$25,200	\$0	\$25,200
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$1,500	\$0	\$1,500
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
Total:	\$26,700	\$0	\$26,700

12/10/2015



JERSEY CITY POLICE DEPARTMENT

GRANTS OFFICE

1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Monique Snow
Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: December 11, 2015


SUBJECT: NJ Division of Highway Traffic Safety Grants – Resolution to Accept

Dear Ms. Snow,

Attached is the resolution to accept the FY 2016 New Jersey Division Highway Traffic Safety Grant in the amount of **\$26,700** (\$25,200 for Enforcement and \$1,500 for Commodities).

The Comprehensive Traffic Safety Grant will be used to fund overtime traffic enforcement for Pedestrian Decoy, Aggressive Driver, DWI, and Seatbelt activities. Commodities (e.g., educational activity books) will also be purchased to help spread our safety message.

Respectfully Submitted,


Sgt. Jaclyn Marcazo

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 16.008

Agenda No. 10-D

Approved: JAN 13 2016

TITLE:



A RESOLUTION OF THE CITY OF JERSEY CITY IN SUPPORT OF 21st CENTURY WATER INFRASTRUCTURE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, a water infrastructure crisis looms in New Jersey cities; and

WHEREAS, aging and degraded drinking water, wastewater and stormwater infrastructure threaten to disrupt daily life, commerce and industry in communities; and

WHEREAS, budget constraints, expensive capital requirements and ongoing operating costs continue to impose financial challenges which make resolving these problems difficult; and

WHEREAS, despite these challenges, additional investments can and should be made to the municipal water infrastructure which would strengthen the City by protecting public health and the environment thereby enhancing the attractiveness, livability and safety of the City, while making it more resilient to extreme weather events and natural disasters; and

WHEREAS, these investments to all water infrastructure will enable economic growth by reliably and efficiently delivering safe and adequate drinking water, wastewater and stormwater management services that meet the needs of City residents and businesses today and into the future; and

WHEREAS, these investments will also reduce flooding from storms, water-main breaks and sewer overflows, as well as enhance energy efficiency and reduce water utility costs and air pollution; and

WHEREAS, the City can draw on multiple funding sources and maintain affordability by establishing adequate, sustainable funding streams to support improved water infrastructure and services while ensuring affordable rates for City residents and businesses; and

WHEREAS, by employing modern best practices to improve its water infrastructure, the City can realize multiple benefits -- economic (cost savings, job creation, new businesses), environmental (improved water quality), and social (better quality of life).

NOW, THEREFORE, be it Resolved by the Municipal Council of the City of Jersey City that the City will endeavor to commit to the following actions in support of 21st Century water infrastructure:

1. Urge state and federal leaders to support its efforts to upgrade its sewer and stormwater systems and to promote investments in water infrastructure nationwide through financial and technical assistance.
2. Educate residents and businesses about the ways that water infrastructure upgrades can strengthen our City, such as by reducing flooding, protecting public health, and beautifying neighborhoods.
3. Use a combination of gray and green infrastructure techniques to minimize costs and maximize community benefits, thereby increasing property values and create jobs.
4. Develop a "green infrastructure master plan" and integrate it with the City's master plan, redevelopment plans and zoning and stormwater ordinances.
5. Install green infrastructure demonstration projects on City-owned land.

City Clerk File No. Res - 16.008Agenda No. 10.DTITLE: JAN 13 2016

**A RESOLUTION OF THE CITY OF JERSEY CITY IN SUPPORT
OF 21st CENTURY WATER INFRASTRUCTURE**

6. Create a green jobs training program.
7. Adopt water conservation measures to reduce both water use and sewage generation.
8. Enhance resiliency by integrating climate change variables, such as for precipitation, extreme rain events, and sea level rise, into water planning.
9. Employ new technologies that increase energy efficiency and create renewable energy.
10. Establish adequate, sustainable funding streams to support improved water infrastructure and services while ensuring affordable rates for City residents and businesses.
11. Clean pipes and optimize the existing, combined sewer collection system by reducing extraneous flows into the system.
12. Employ asset management techniques to prioritize maintenance and upgrades in a business-like fashion that reduces emergency repairs and lowers long-term costs.
13. Share solutions, success stories and annual progress with other municipalities and sewer utilities, through the Urban Water Solutions Initiative.

JJH 1/6/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

Corporation Counsel

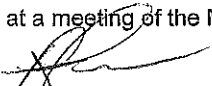
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.009

Agenda No. 10.E

Approved: JAN 13 2016

TITLE:



RESOLUTION APPOINTING JOSEPH IWUALA AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE DEPARTMENT OF RECREATION OF THE CITY OF JERSEY CITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

WHEREAS, Joseph Iwuala, has been appointed as the new custodian of the petty cash fund for the Department of Recreation; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that Joseph Iwuala is hereby appointed custodian of the petty cash fund of the Department of Recreation. This petty cash has been established in accordance with the rules and regulations of the Director of the Local Government Services and shall not exceed the sum of Two Hundred (\$200) Dollars.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION APPOINTING JOSEPH IWUALA AS THE NEW CUSTODODIAN OF THE PETTY CASH FUND FOR THE DEPARTMENT OF RECREATION OF THE CITY OF JERSEY CITY REPLACING CYNTHIA BLUE WHO IS NO LONGER WITH THE DEPARTMENT.

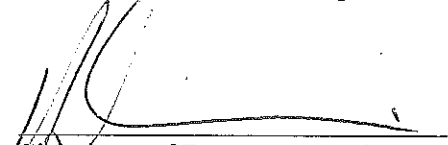
Initiator

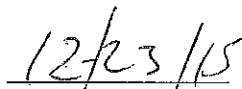
Department/Division	Recreation	Director's Office
Name/Title	Kevin T. Williamson	Director
Phone/email	201-547-4537	Kwilliamson@jcnj.org

Resolution Purpose

A custodian of petty cash fund is needed to account and manage the fund.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



STEVEN M. FUDP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
DEPARTMENT OF RECREATION**

CAVEN POINT COMPLEX | 1 CHAPEL AVENUE | JERSEY CITY, NJ 07305
P: 201 547 5003 | F: 201 547 5593



Kevin Williamson
DIRECTOR

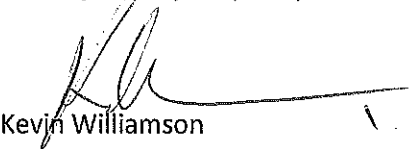
December 23, 2015

Robert Kakoleski
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Dear Mr. Kakoleski:

Pease be advised that I am appointing Joseph Iwuala to serve as the Petty Cash Custodian for the Department of Recreation replacing Cynthia Blue who is no longer with the Department.

Thank you for your prompt attention and approval.


Kevin Williamson
Director of Recreation

CC: Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-010

Agenda No. 10-F

Approved: JAN 13 2016

TITLE:



RESOLUTION REAPPOINTING RAJ MUKHERJI AS A MEMBER OF THE JERSEY CITY HOUSING AUTHORITY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 31, 2015 that he has reappointed **Raj Mukherji** of 122 Ogden Avenue, Jersey City, New Jersey, 07307, as a member of the **Jersey City Housing Authority**, for a term to commence upon adoption of this resolution and expire on May 16, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Raj Mukherji** as a member of the **Jersey City Housing Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Director
8.b
Meeting 01.13.2016

December 31, 2015

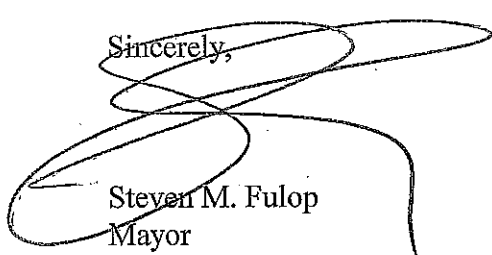
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey
07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Raj Mukherji**, of 122 Ogden Avenue, Jersey City, New Jersey, 07307, to serve as a member of the **Jersey City Housing Authority**. Mr. Mukherji's term will commence upon the adoption of a resolution and expire on May 16, 2020.

I respectfully request your advice and consent on this appointment.

Sincerely,


Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Marvin L. Walton, Exec. Dir., J.C. Housing Authority
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Raj Mukherji

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-011

Agenda No. 10.6

Approved: JAN 13 2016

TITLE:



RESOLUTION REAPPOINTING COUNCIL PRESIDENT ROLANDO R. LAVARRO, JR. AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 31, 2015, that he has reappointed **Council President Rolando R. Lavarro, Jr.**, of 56 Culver Avenue, Jersey City, New Jersey, 07305 as a member of the **Jersey City Redevelopment Agency**, for a period to commence immediately and expire on June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Council President Rolando R. Lavarro, Jr.** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-8

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-13-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.c
Meeting 01.13.2016

December 31, 2015

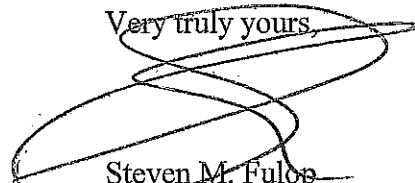
President and Members of the Municipal Council
280 Grove Street
City of Jersey City
Jersey City, N.J. 07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Council President Rolando R. Lavarro, Jr.**, of 56 Culver Avenue, Jersey City, New Jersey, 07305, as a member of the **Jersey City Redevelopment Agency**. His term will commence immediately upon the adoption of a resolution and will expire on June 30, 2016.

I respectfully request your advice and consent on this matter.

Very truly yours,



Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Barbara Amato, Secretary, J.C. Redevelopment Agency
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Rolando R. Lavarro, Jr., Council President

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.012

Agenda No. 10.H

Approved: JAN 13 2016

TITLE:



RESOLUTION REAPPOINTING COUNCILPERSON DIANE COLEMAN AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 31, 2015, that he has reappointed **Councilperson Diane Coleman**, of 59 Arlington Avenue, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**, for a period to commence immediately and expire on June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Councilperson Diane Coleman** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.d
Meeting 01.13.2016

December 31, 2015

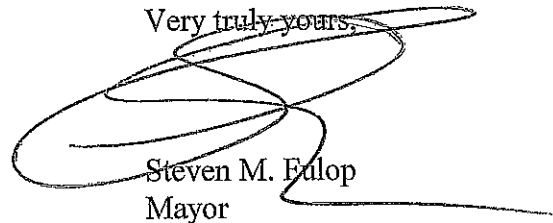
President and Members of the Municipal Council
280 Grove Street
City of Jersey City
Jersey City, N.J. 07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Councilperson Diane Coleman**, of 59 Arlington Avenue, Jersey City, New Jersey, 07305 as a member of the **Jersey City Redevelopment Agency**. Her term will commence immediately upon the adoption of a resolution and will expire on June 30, 2016.

I respectfully request your advice and consent on this matter.

Very truly yours,



Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCityNJ.GOV

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Barbara Amato, Secretary, J.C. Redevelopment Agency
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Diane Coleman, Councilperson, Ward F

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.013

Agenda No. 10.1

Approved: JAN 13 2016

TITLE:



RESOLUTION APPOINTING DONALD R. BROWN AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated December 31, 2015, that he has appointed **Donald R. Brown**, of 27 Bayside Terrace, Jersey City, New Jersey, 07305, as a member of the **Jersey City Redevelopment Agency**, replacing Timothy N. Mansour, whose term has expired, for a period to commence immediately and expire on June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Donald R. Brown** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.e
Meeting 01.13.2016

December 31, 2015

President and Members of the Municipal Council
280 Grove Street
City of Jersey City
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Donald R. Brown**, of 27 Bayside Terrace, Jersey City, New Jersey, 07305, as a **Member** of the **Jersey City Redevelopment Agency**. Mr. Brown is replacing Timothy N. Mansour, whose term has expired. Mr. Brown's term will commence immediately upon the adoption of a resolution and will expire on June 30, 2020.

I respectfully request your advice and consent on this matter.

Very truly yours,

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Barbara Amato, Secretary, J.C. Redevelopment Agency
Mark Albiez, Chief of Staff
Nancy Warlikowski, Mayor's Office
Donald R. Brown

DONALD R. BROWN

27 Bayside Terrace

Jersey City, New Jersey 07305

Experience

DRB Consulting, LLC

President

Jersey City, New Jersey

2013 –

Director of Administrative Services

Essex County Sheriff's Office, Newark, NJ

1990 – 2011

Supervised all financial, budgetary, purchasing, grant acquisition contract negotiation and human resource matters for New Jersey's largest and most active countywide law enforcement agency.

Annual Budget: \$40,000,000+

Personnel: 500+

Personnel Officer

Essex County Sheriff's Office

1984 – 1990

Manager of Classification and Compensation

County of Essex

1981 – 1984

Personnel Technician

State of New Jersey, Department of Civil Service

1980 – 1981

Director of Community Relations

National Business Center, Jersey City, NJ

1976 – 1979

Supervisor of Group Pensions

Equitable Life Insurance Company, New York, NY

1974 – 1976

Consultant/Account Executive

Boone, Young & Associates, New York, NY

1973 – 1974

Port Authority of New York & New Jersey

Personnel Representative

1970 - 1973

Education

MPA Certificate Program

Kean University

1985

New York Law School

1973 – 1974

B.S. Business Management

Hampton University

1970

Community Service

Hudson Repertoire Dance Theatre

Member, Board of Directors

League Officer, Manager, Coach

Greenville American Bambino League

Boys and Girls Clubs of Hudson County

Jersey City Youth Foundation

Volunteer & Fundraiser

Essex Vicinage Probation Advisory Board

Member

Essex Vicinage Judiciary Committee on Minority Concerns

Member

Jersey City Employment and Training Board

Member

Jersey City Committeeperson

Ward A District 31

Jersey City Municipal Utilities Authority

Vice-Chairman

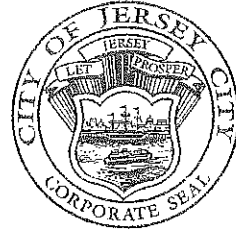
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.014

Agenda No. 10.J

Approved: _____

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE AT 93 FRANKLIN STREET, MONDAY THROUGH SATURDAY, 6:00 A.M. TO 4:00 P.M.

Council as a whole

offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 15-077) be promulgated designating a loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 15-077) 93 Franklin Street, south side, beginning 66 feet west of Sherman Avenue and extending to a point 25 feet westerly, Monday through Saturday, 6:00 a.m. to 4:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____

Municipal Engineer

APPROVED: _____

Business Adm

APPROVED AS TO LEGAL FORM

Corporation Counsel

JDS:pel
(12.07.15)

REC			
COUNCILPERSON	AYE	NAY	N
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

APPROVED			
AGE	1.13.16		
COUNCILPERSON	AYE	NAY	N.V.
VERA			
ATTERMAN			
VARRO, PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council

J.

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE AT 93 FRANKLIN STREET, MONDAY THROUGH SATURDAY, 6:00 A.M. TO 4:00 P.M.

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Vincent Maione on behalf of 93 Franklin Street, JCNJ 201.240.3071	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

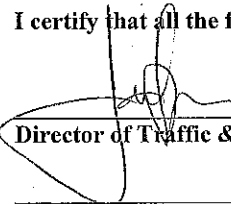
Resolution Purpose

DESIGNATE A 25 FOOT LOADING ZONE AT 93 FRANKLIN STREET, MONDAY THROUGH SATURDAY, 6:00 A.M. TO 4:00 P.M.

The loading zone will facilitate deliveries to and from the store.

The loading zone fee will be paid by Mr. Maione in the amount of \$300.00, \$75.00 per sign and per u-post. This loading zone will require 2 u-post installations and 2 loading zone signs.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

12/9/15

Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: December 8, 2015

TO: Jeremy Farrell, Corporation Counsel ✓
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilman Boggiano, Ward C

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

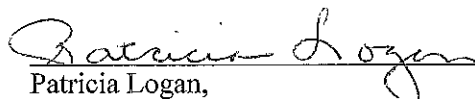
SUBJECT: **PROPOSED RESOLUTION – LOADING ZONE**
93 FRANKLIN STREET

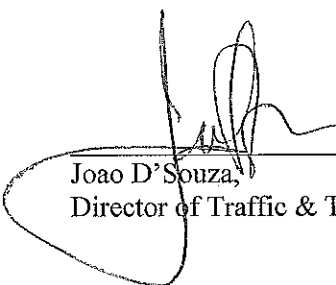
At the request of Mr. Vincent Maione on behalf of the business located at 93 Franklin Street, please be advised this Division has proposed legislation (for the Council's consideration) amending Chapter 332, of the Jersey City Traffic Code designating a 25 foot loading zone in front of 93 Franklin Street, Monday through Saturday, 6:00 a.m. to 4:00 p.m.

The loading zone is necessary to facilitate daily deliveries to the store.

The Resolution has been forwarded to the appropriate parties for their signatures. It is anticipated the Resolution will be listed on the Agenda for the January 13, 2016 Municipal Council Meeting.

If you have any questions regarding the Resolution, please feel free to contact Patricia Logan at PatriciaL@jcnj.org or at 201.547.4492.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Mark Albiez, Chief of Staff
Mark Redfield, Director, Public Works
Nick Taylor, Zoning
Mary Spinello-Paretti, Business Manager, Division of Parking Enforcement, Police Department
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Yun
Councilwoman Osborne Councilwoman Coleman



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15-077

December 8, 2015

**LOADING ZONE REGULATION
DESIGNATED**

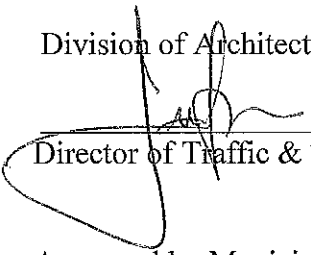
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

93 Franklin Street –South Side

Beginning at a point approximately 66 feet west of Sherman Avenue and extending to a point 25 feet westerly therefrom.

Time: Monday through Saturday
6:00 a.m. to 4:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

Google Maps 93 Franklin St

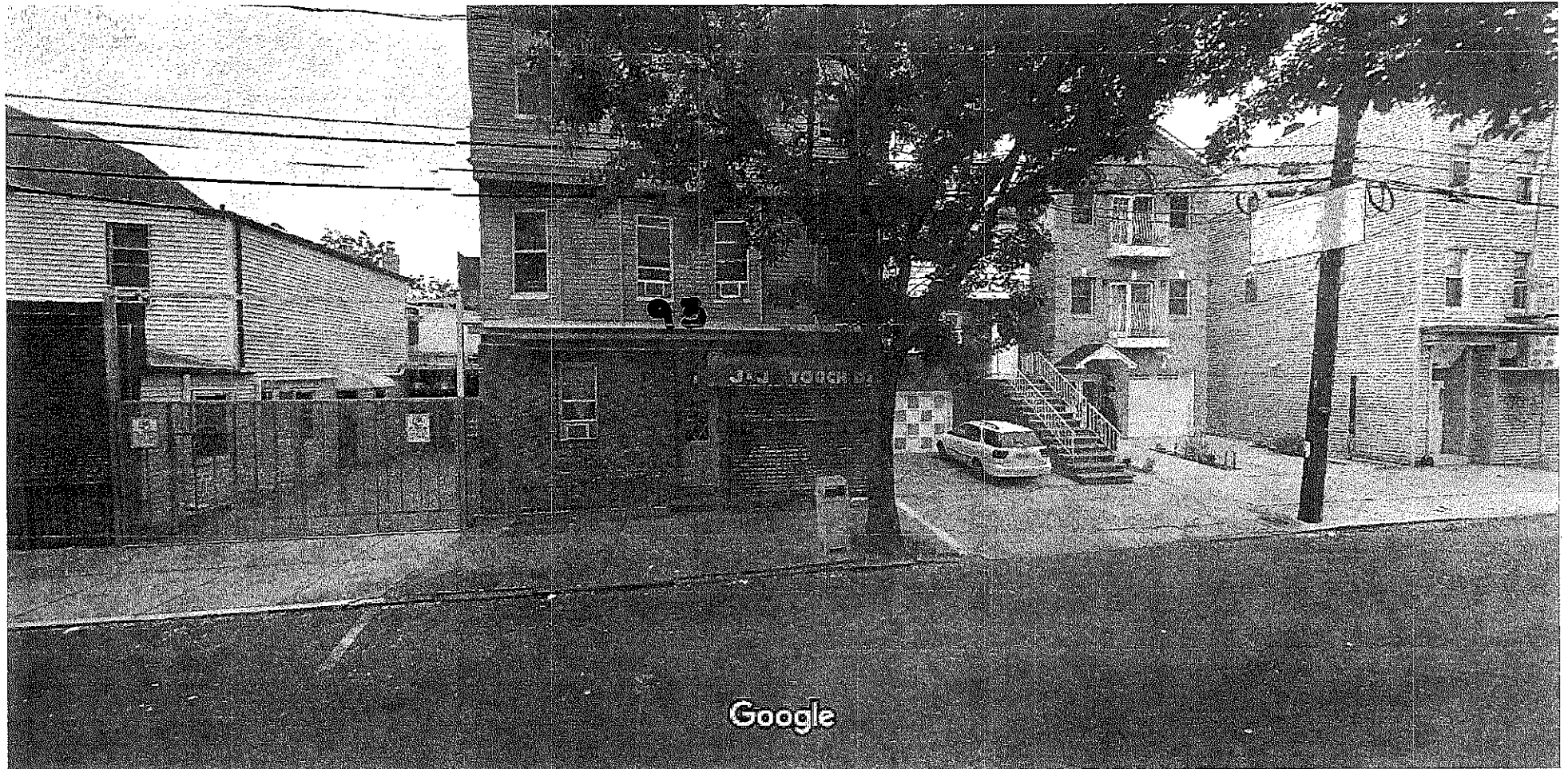


Image capture: Oct 2012 © 2015 Google

Jersey City, New Jersey

Street View - Oct 2012

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.015

Agenda No. 10.K

Approved: _____

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 50 FOOT LOADING ZONE ON THE NORTH SIDE OF HAGUE STREET, BEGINNING 354 FEET WEST OF CENTRAL AVENUE, MONDAY THROUGH FRIDAY, 6:00 A.M. TO NOON

Council as a whole

offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 15-090) be promulgated designating a loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 15-090) Hague Street, north side, beginning 354 feet west of Central Avenue and extending to a point 50 feet westerly, Monday through Friday, 6:00 a.m. to Noon.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____

Municipal Engineer

APPROVED: _____
Business

APPROVED AS TO LEGAL FORM

Corporation Counsel

ed ☐

☐

APPROVED

MESSAGE 1.13.16			
COUNCILPERSON	AYE	NAY	N.V.
RIVERA			
WATTERMANN			
LAVARRO, PRES			

N.V.-Not Voting (Abstain)

JDS:pc1
(12.09.15)

R		
COUNCILPERSON	AYE	NAY
GAJEWSKI		
RAMCHAL		
BOGGIANO		

✓ Indicates Vote

WITHDRAWN

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 50 FOOT LOADING ZONE ON THE NORTH SIDE OF HAGUE STREET, BEGINNING 354 FEET WEST OF CENTRAL AVENUE, MONDAY THROUGH FRIDAY, 6:00 A.M. TO NOON

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Celeste Quintana, Owner/Operator, McDonalds, 737 Secaucus Road (Heights Plaza), JCNJ 201998.7120	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

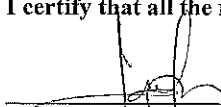
Resolution Purpose

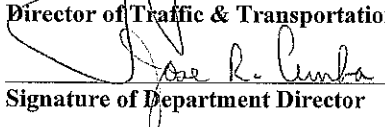
DESIGNATING A 50 FOOT LOADING ZONE ON THE NORTH SIDE OF HAGUE STREET, BEGINNING 354 FEET WEST OF CENTRAL AVENUE, MONDAY THROUGH FRIDAY, 6:00 A.M. TO NOON

The loading zone will facilitate deliveries to and from the McDonalds located in the Heights Plaza.

The loading zone fee in the amount of \$300.00 will be paid by McDonalds, \$75.00 per loading zone sign and u-post installation. This loading zone will require the installation of 2 u-posts and 2 loading zone signs.

I certify that all the facts presented herein are accurate.


Director of Traffic & Transportation


Signature of Department Director

12/9/15
Date

12/10/15
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: December 9, 2015

TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilman Michael Yun, Ward D

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

**SUBJECT: PROPOSED RESOLUTION
LOADING ZONE - HAGUE STREET**

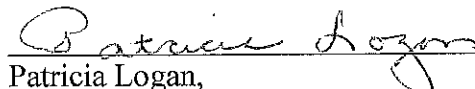
2015 DEC 14 A 11:49
CITY OF JERSEY CITY
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

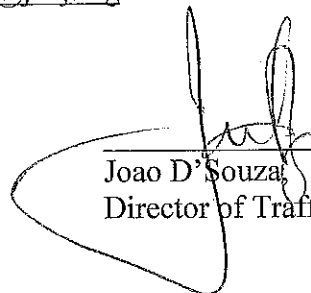
At the request of Celeste Quintana, Owner/Operator of the McDonalds located in the Heights Plaza, this Division has proposed a Resolution (for Municipal Council approval) designating a 50 foot loading zone on the north side of Hague Street, beginning 354 feet west of Central Avenue. The loading zone will be located at the side doors to the businesses located in the Plaza. The loading zone will be in effect, 6:00 a.m. to Noon, Monday through Friday.

It is anticipated this legislation will be on the Agenda for the January 13, 2016 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Jean Wilkinson-Heard, Traffic Analyst at ex.4473 or JeanW@jcnj.org.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Mark Albiez, Chief of Staff
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Public Safety
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Boggiano
Councilwoman Osborne Councilwoman Coleman



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15-090

December 9, 2015

**LOADING ZONE REGULATION
DESIGNATED**

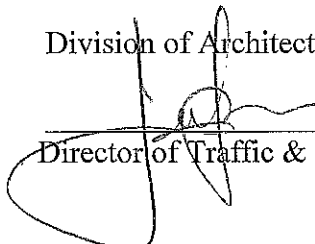
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Hague Street – North Side

Beginning at a point approximately 354 feet west of Central Avenue and extending to a point 50 feet westerly therefrom.

Time: Monday through Friday
6:00 a.m. to Noon

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

Google Maps 31 Hague St

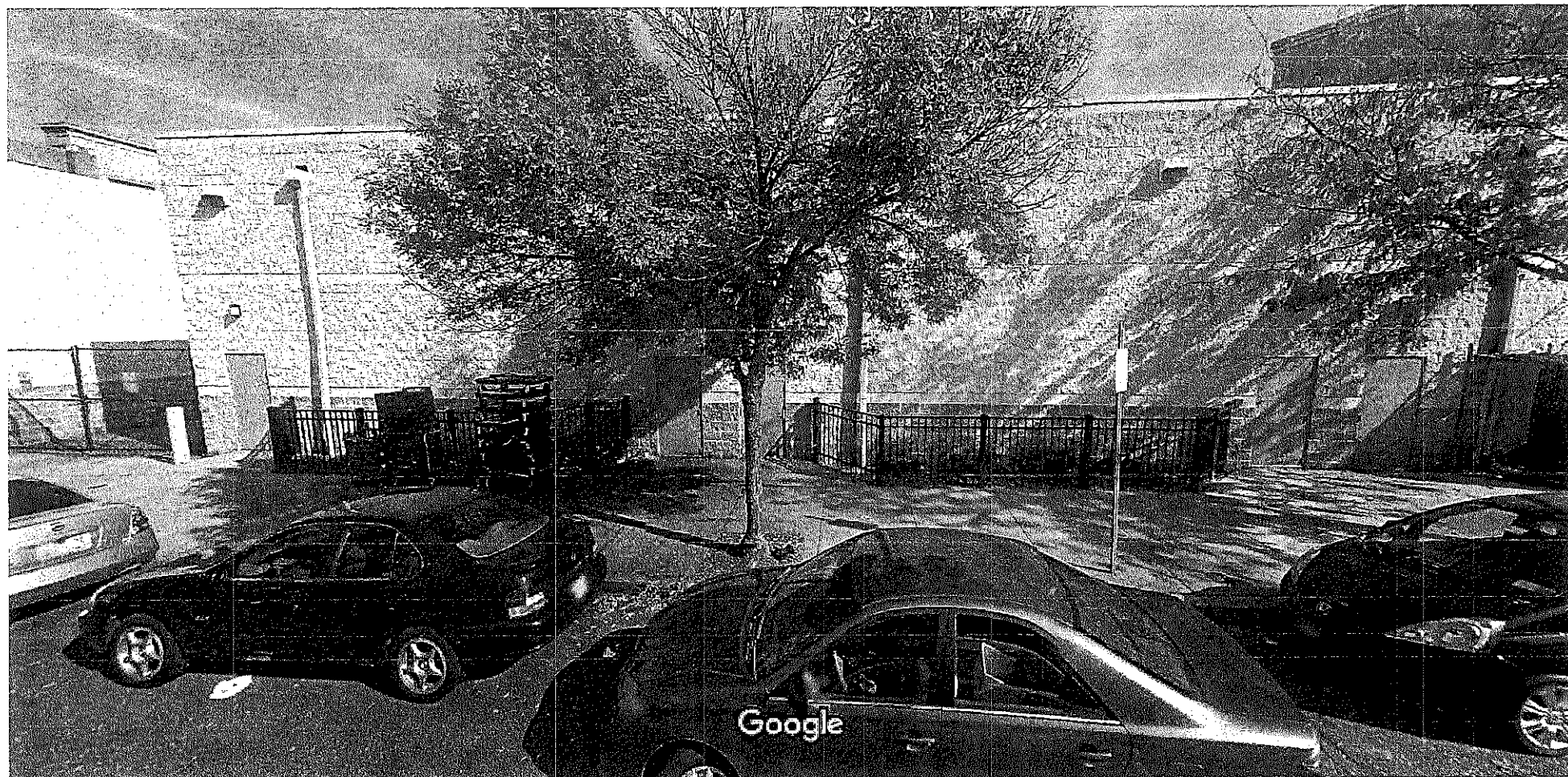


Image capture: Oct 2012 © 2015 Google

Jersey City, New Jersey

Street View - Oct 2012

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 16-016

Agenda No. 10-L

Approved: JAN 13 2016

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 20 FOOT LOADING ZONE AT 253 NEWARK AVENUE, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M.

Council as a whole

offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 15-086) be promulgated designating a loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:


(Reg. 15-086) 253 Newark Avenue, south side, beginning 25 feet west of Second Street and extending to a point 20 feet westerly, Monday through Friday, 8:00 a.m. to 5:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

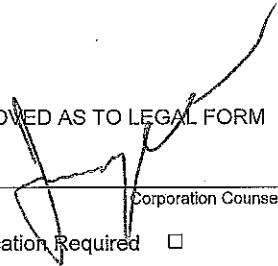
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-1

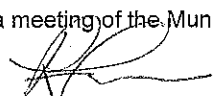
JDS:pc1
(12.07.15)

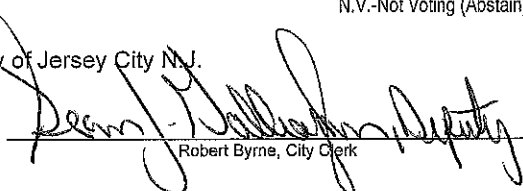
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO			✓	COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 20 FOOT LOADING ZONE AT 253 NEWARK AVENUE, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M.

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Brian Platt, Office of Innovation	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

DESIGNATE A 20 FOOT LOADING ZONE AT 253 NEWARK AVENUE, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M.

The loading zone will facilitate deliveries to and from the stores along Newark Avenue.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

12/9/15

Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: December 8, 2015

TO: Jeremy Farrell, Corporation Counsel ✓
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilwoman Osborne, Ward D

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

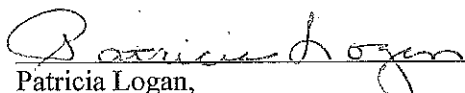
SUBJECT: **PROPOSED RESOLUTION – LOADING ZONE**
253 NEWARK AVENUE

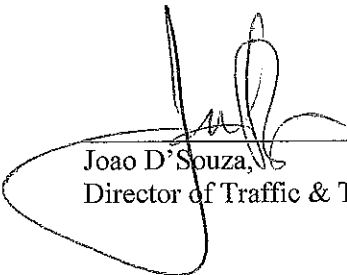
At the request of Brian Platt, Office of Innovation, please be advised this Division has proposed legislation (for the Council's consideration) amending Chapter 332, of the Jersey City Traffic Code designating a 20 foot loading zone in front of 253 Newark Avenue, Monday through Friday, 8:00 a.m. to 5:00 p.m.

The loading zone is necessary to facilitate daily deliveries to the neighborhood stores.

The Resolution has been forwarded to the appropriate parties for their signatures. It is anticipated the Resolution will be listed on the Agenda for the January 13, 2016 Municipal Council Meeting.

If you have any questions regarding the Resolution, please feel free to contact Patricia Logan at PatriciaL@jcnj.org or at 201.547.4492.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Mark Albiez, Chief of Staff
Brian Platt, Office of Innovation
Mary Spinello-Paretti, Business Manager, Division of Parking Enforcement, Police Department
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Boggiano
Councilman Yun Councilwoman Coleman



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15-086

December 8, 2015

**LOADING ZONE REGULATION
DESIGNATED**

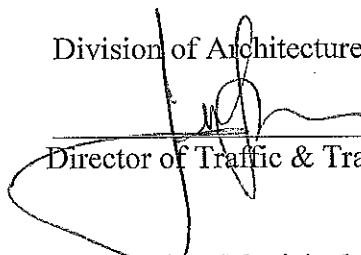
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

253 Newark Avenue – South Side

Beginning at a point approximately 25 feet west of Second Street and extending to a point 20 feet westerly therefrom.

Time: Monday through Friday
8:00 a.m. to 5:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

Google Maps 248 County Rd 639

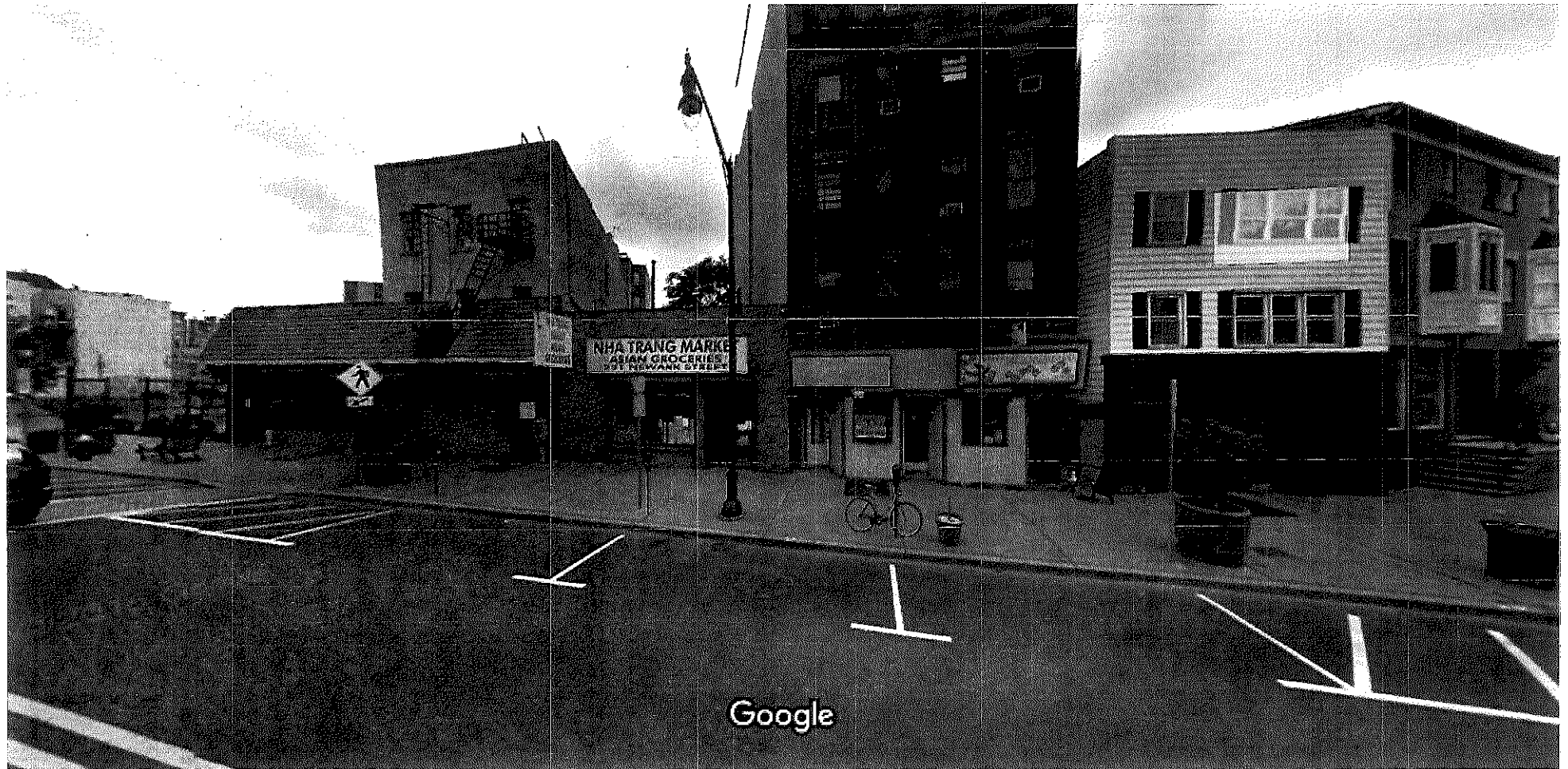


Image capture: Aug 2013 © 2015 Google

Jersey City, New Jersey

Street View - Aug 2013

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-017
Agenda No. 10.M
Approved: JAN 13 2016
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH PASSAIC COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE PASSAIC COUNTY POLICE ACADEMY

COUNCIL AS A WHOLE offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) is hiring new Police Recruits on November 05, 2015 to begin in-service training, and

WHEREAS, academy training will begin November 05, 2015, and

WHEREAS, it is necessary for the new Police Recruits to attend a training academy certified by the State of New Jersey, and

WHEREAS, the Passaic County Police Academy located at 214 Oldham Road, Wayne, NJ 07470 has the facilities to satisfy this training need; and

WHEREAS, the County reserved 31 slots to permit the new Jersey City Police Recruits to attend its academy; and

WHEREAS, the cost of training is eight hundred ninety-five dollars (\$895.00) per Police Recruit, and

WHEREAS, the number of police recruits shall not exceed a maximum of thirty-one (31) for a total amount of twenty seven thousand seven hundred forty-five (\$27,745) dollars, and

WHEREAS, the training shall commence on November 05, 2015 and continue until May 08, 2016, and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

TITLE: JAN 13 2016

WHEREAS, funds in the amount of \$27,745.00 shall be subject to the appropriation of sufficient funds in the 2015 permanent budget; and

Department of Public Safety/Division of Police

Acct. No. P.O.#119380 Amount
01-201-25-240-307 Total Contract \$27,745.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized by the form of the attached letter permitting 31 Jersey City Police Recruits to attend the Passaic County Police Academy from November 05, 2015 to May 08, 2016.
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer certify that there are sufficient funds available for payment of this resolution in Account No. 01-201-25-240-307.

APPROVED: [Signature]APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] Corporation CounselCertification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH PASSAIC COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE PASSAIC COUNTY POLICE ACADEMY

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	SGT. MORGAN TORRES	TRAINING COMMANDER
Phone/email	201-547-6535	MTORRES@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

HIRING AND TRAINING OF 31 POLICE RECRUITS

I certify that all the facts presented herein are accurate.



Signature of Department Director

12/09/15.
Date



JERSEY CITY POLICE DEPARTMENT

TRAINING UNIT

73-85 Bishop St. Room 121
Jersey City, NJ 07304

Office: 201-631-3323

Fax: 201-333-5323

Sir,

The following is a breakdown of the cost for the recruit class scheduled to go to the Passaic Police Academy on November 5, 2015.

Tuition:	\$750.00
Processing Fee:	\$100.00
Drug Testing:	\$45.00
Total:	\$895.00 per recruit

If you have any questions or require any further information contact me at your convenience.

Respectfully,
Sgt. Morgan Torres
Training Unit Commander

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director for the City of Jersey City.
2. Attached to this Certification is a resolution awarding a contract to Passaic County Police Academy to provide the Jersey City Police Department with Police Recruit training.
3. The term of the contract is from November 05, 2015 to May 8, 2016.
4. The amount of the contract is \$27,745.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

12/09/15

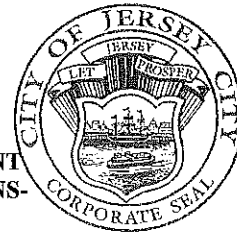

James Shea, Public Safety Director

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16.018

Agenda No. 10.N

Approved: JAN 13 2016



TITLE: **RESOLUTION AUTHORIZING A LICENSE AND ACCESS AGREEMENT
BETWEEN THE CITY AND PORT AUTHORITY OF NEW YORK TRANS-
HUDSON CORPORATION**

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, PATH is the owner of certain lands and premises in the City of Jersey City, County of Hudson, and State of New Jersey, which were acquired by it for the public use for and in connection with Exchange Place PATH station; and

WHEREAS, PATH intends to undertake a security improvement project at Exchange Place, the effectuation of which requires the installation of fencing in the Land underwater proximate to Exchange Place; and

WHEREAS, PATH and Jersey City wishes to cooperate in achieving a secure, safe and efficient movement of pedestrians in around Exchange Place; and

WHEREAS, PATH, and its contractors and subcontractors require a license to have access to enter upon and occupy the Site in order to perform the security improvement; and

WHEREAS, Jersey City is willing to grant PATH contractors, subcontractors, permission to have access to enter upon and occupy the Site in order to perform the security improvement work at the Site.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey that:

1. The Business Administrator or Mayor is hereby authorized to execute a license and access agreement in substantially the form attached with the Port Authority of New York to access certain property in the City of Jersey City, County of Hudson and State of New Jersey to enter upon and occupy the site for all purposes required to perform the work unless extended in accordance with this Agreement.
2. The permission hereby granted shall expire on the latter of July 31, 2016 or the substantial completion of the work. PATH and Jersey City may mutually agree to extend permission granted pursuant to this Agreement.
3. The Business Administrator or Mayor is authorized to execute any document appropriate or necessary to effectuate the License and Access Agreement.

JW/dg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING A LICENSE AND ACCESS AGREEMENT
BETWEEN THE CITY AND PORT AUTHORITY OF NEW YORK TRANS-
HUDSON CORPORATION**

Initiator


Department/Division	Law Department	
Name/Title	Jeremy Farrell, Corporation Counsel	
Phone/email	201-547-4667	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

PATH intends to undertake a security improvement project at Exchange Place which requires the installation of fencing in the Land underwater proximate to Exchange Place. PATH and Jersey City wishes to cooperate in achieving a secure, safe and efficient movement of pedestrians. Jersey City is willing to grant PATH, its contractors and subcontractors permission to have access to enter upon and occupy the Site in order to perform the security improvement work.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1.6.16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.019

Agenda No. 10.0

Approved: JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, it is necessary and in the best interests of the City of Jersey City (the "City") to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

WHEREAS, the City authorized the execution of a License Agreement with the Jersey City Redevelopment Agency (the "JCRA") allowing for access to lots owned by the City for the purpose constructing and improving Berry Lane Park in City Resolution 15.122 on February 25, 2015; and

WHEREAS, the License Agreement is set to expire on March 15, 2016; and

WHEREAS, the term of the License Agreement needs to be extended to allow for the JCRA to complete necessary work in Berry Lane Park.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute an amendment to the previously authorized License Agreement executed by the City and the JCRA on March 16, 2015 (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate.

JMcK
1/6/2015

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT OF A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

Project Manager

Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	(201) 547-6544	malbiez@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution authorizes the amendment of a License Agreement to allow the Jersey City Redevelopment Agency to continue to do work on City owned property in Berry Lane Park.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

1 year

Type of award**If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

1/6/2016

FIRST AMENDMENT TO A LICENSE AGREEMENT EXECUTED BY THE CITY OF
JERSEY CITY AND THE JERSEY CITY REDEVELOPMENT AGENCY

THIS FIRST AMENDMENT AGREEMENT is made this _____ day of _____, 2016 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and Jersey City Redevelopment Agency (hereinafter referred to as "Licensee"), with offices at 66 York Street, 2nd floor, Jersey City, NJ 07302.

By this First Amendment Agreement, the City and JCRA agree to amend the License Agreement authorized by City Resolution 15.122 on February 25, 2015 and executed by the City and the JCRA on March 16, 2015 as follows:

1. Section 2(a) is stricken and amended to read as follows:

"The term of this License is for a period of twenty-four (24) months effective as of the date this Agreement is executed by City officials."

2. The first instance of the word "Licensee" in section 2(b) is amended to read as "Licensee and their agents."

3. Section 20 is stricken and amended to read as follows:

"This Agreement shall terminate on March 15, 2017."

AGREED to this _____ day of _____, 2016.

JERSEY CITY REDEVELOPMENT
AGENCY
(Licensee)

By: _____
David. P Donnelly
Executive Director

Attest: _____

CITY OF JERSEY CITY

By: _____
Robert Kakoleski
Business Administrator

Attest: _____
Robert Byrne
City Clerk

JMcK
1/6/2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.020

Agenda No. 10.P

Approved: JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR GRANT CONSULTING SERVICES

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City wishes to award a contract for grant consulting services to provide various City departments with expert grant services, including project identification, project funding, grant management and grant writing, which services will enhance the City's overall grants' capacity; and

WHEREAS, the City intends to use competitive contracting to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1 (m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- (1) the above recitals are incorporated herein by reference;
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a contract for the provision of grant consulting services for a term not to exceed five (5) years.

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR GRANT CONSULTING SERVICES

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	(201) 547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To authorize the use of competitive services to award a contract for grant consulting services to provide various City departments with expert grant services, including project identification, project funding, grant management and grant writing, which services will enhance the City's overall grants' capacity.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/4/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-021

Agenda No. 10-Q

Approved: JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO S. BATATA CONSTRUCTION INC FOR ADA CURB AND SIDEWALK ACCESS IMPROVEMENTS FOR YEAR 2014, PROJECT NO. E14-012 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **ADA Curbs & Sidewalk Access Improvements, Project No. E14-012** for the Department of Administration/ Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received (4) Bids, the lowest responsible bid being that from **S. Batata Construction, 238 Ernston Road, Suite 1R, Parlin, NJ 08859** in the total bid amount of **Three Hundred Nineteen Thousand, Nine Hundred Eighty (\$319,980.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Three Hundred Nineteen Thousand, Nine Hundred Eighty (\$319,980.00) Dollars** are available in CDBG Acct #56-200-56-851-622 and Capital Acct #04-215-55-946-990; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
56-200-56-851-622	119514	CDBG Acct	\$256,297.00
04-215-55-946-990	119515	Capital Acct	\$63,683.00
		Total Contract	\$319,980.00
04-215-55-946-990	119516	Capital Acct Contingency	\$63,996.00
		Total Encumbrance	\$383,976.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **S. Batata Construction** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 16.021Agenda No. 10.0 JAN 13 2016

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO S. BATATA CONSTRUCTION INC FOR ADA CURB AND SIDEWALK ACCESS IMPROVEMENTS FOR YEAR 2014, PROJECT NO. E14-012 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
56-200-56-851-622	119514	CDBG Acct	\$256,297.00
04-215-55-946-990	119515	Capital Acct	<u>\$63,683.00</u>
		Total Contract	\$319,980.00
04-215-55-946-990	119516	Capital Acct Contingency	<u>\$63,996.00</u>
		Total Encumbrance	\$383,976.00

Approved by Peter Folgado, RPPS
for Peter Folgado, Director of Purchasing, QPA

PF/pc
1/6/16

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED: 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to S. Batata Construction for ADA Curbs and Sidewalk Access Improvements for Year 2014, Project E14-012 for the Department of Administration, Division of Engineering, Traffic and Transportation

Project Manager

Department/Division	Department of Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, P.E., C.M.E.	Municipal Engineer
Phone/email	201-547-4411	jcunha@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Curb and Sidewalk Access Improvements for Year 2014 will replace concrete curb, sidewalk, and curb ramps in poor condition at approximately nine (9) intersections in Wards A and F. The project shall consist of new concrete curb and sidewalk, ADA handicap curb ramps with detectable warning surface, asphalt base and surface repairs of the roadway, new inlets, resetting of existing inlet castings and junction boxes, and associated work.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

CDBG FUND - BASE Contract	50-200-56-851-662	\$256,297.00
ENGINEERING CAPITAL - BASE Contract	04-215-55-946-990	\$63,683.00
BASE CONTRACT		\$319,980.00
CONTINGENCY 20%	04-215-55-946-990	\$63,996.00
TOTAL		\$383,976.00

270 Calendar Days after issuance of Notice to Proceed

Type of award

Public Bid Award

If "Other Exception", enter type

N/A

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were four (4) bidders:

S. BATATA CONSTRUCTION, SOUTH RIVER, NJ	Bid Amount	\$319,980.00
A & J CONTRACTORS, MONROE TWP, NJ	Bid Amount	\$385,200.00
D & L PAVING, NUTLEY, NJ	Bid Amount	\$429,350.00
A-TECH CONCRETE, EDISON, NJ	Bid Amount	\$488,175.00

I certify that all the facts presented herein are accurate.


Robert J. Kakoleski
Business Administrator

1/6/16
Date

Peter Folgado
Director of Purchasing, RPPO, QPA

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: January 4, 2016

FROM: Robert J. Kakoleski, Business Administrator

TO: Peter Folgado, RPPO, QPA, Purchasing Agent

CC: Jose R. Cunha, PE, CME, Director of Engineering
Dawn Odom, Engineering Fiscal Analyst

RE: **RECOMMENDATION OF AWARD OF CONTRACT**
FY 2014 CDBG ADA Curbs and Sidewalk Access Improvements
For Year 2014
Project No. E14-012

Please be advised, after a careful and thorough review of public bids received on Thursday, November 19, 2015 for the FY 2014 CDBG grant funded ADA Curbs and Sidewalk Access Improvements, we recommend award of contract to:

Batata Construction, Inc.
11 Jackson Street, Suite 20
South River, NJ 08882

Please proceed and utilize the following funding source listed below. Kindly draft the awarding resolution for the January 13th, 2016 Council meeting.

FUNDING SOURCE	ACCOUNT NUMBER	AMOUNT
FY2014 CDBG Fund – Base	56-200-56-851-662	\$256,297.00
Engineering Capital – Base	04-215-55-946-990	\$ 63,683.00
Base Contract		\$319,980.00
Contingency 20%	04-215-55-946-990	\$ 63,996.00
Total		\$383,976.00

DATE: January 4, 2016

FROM: Robert J. Kakoleski, Business Administrator

TO: Peter Folgado, RPP0, QPA, Purchasing Agent

CC: Jose R. Cunha, PE, CME, Director of Engineering
Dawn Odom, Engineering Fiscal Analyst

RE: RECOMMENDATION OF AWARD OF CONTRACT – FY2014 CDBG
ADA CURBS AND SIDEWALK ACCESS IMPROVEMENTS FOR YEAR 2014
PROJECT #E14-012

Please be advised, after a careful and thorough review of public bids received on Thursday, November 19, 2015 for the FY2014 CDBG grant funded ADA Curbs and Sidewalk Access Improvements, we recommend award of contract to:

**S. Batata Construction Inc.
11 Jackson Street, Suite 20
South River, NJ 08882**

Please proceed and utilize the following funding source listed below. Kindly draft the awarding resolution for the January 13th 2016 Council Meeting.

FUNDING SOURCE	ACCOUNT NUMBER	AMOUNT
FY2014 CDBG FUND – BASE	56-200-56-851-662	\$256,297.00
ENGINEERING CAPITAL – BASE	04-215-55-946-990	\$63,683.00
BASE CONTRACT		\$319,980.00
CONTINGENCY 20%	04-215-55-946-990	\$63,996.00
TOTAL		\$383,976.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office.

SCHEDULE OF PRICES

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the Bid reception.

SCHEDULE OF PRICES

ITEM NO. 1	SAW CUTTING 10" OR LESS	\$ <u>20,000.⁰⁰</u>
	2000 L.F. @ \$ <u>10.⁰⁰</u> per Linear Foot	
	<u>Ten and ⁰⁰/100</u> (Write Unit Price)	
ITEM NO. 2	DENSE GRADED AGGREGATE BASE COURSE VARIABLE THICKNESS	\$ <u>7,000.⁰⁰</u>
	350 Ton @ \$ <u>20.⁰⁰</u> per Ton	
	<u>Twenty and ⁰⁰/100</u> (Write Unit Price)	
ITEM NO. 3	BITUMINOUS CONCRETE PATCH	\$ <u>1,000.⁰⁰</u>
	10 Tons @ \$ <u>100.⁰⁰</u> per Ton	
	<u>One Hundred and ⁰⁰/100</u> (Write Unit Price)	
ITEM NO. 4	HMA, 19M64 BASE COURSE	\$ <u>750.⁰⁰</u>
	5 Tons @ \$ <u>150.⁰⁰</u> per Ton	
	<u>One Hundred Fifty and ⁰⁰/100</u> (Write Unit Price)	

ITEM NO. 5 HMA, 9.5M64 SURFACE COURSE \$ 8,250.⁰⁰

55 Tons @ \$ 150.⁰⁰ per Ton

One Hundred Fifty and ⁰⁰/₁₀₀
(Write Unit Price)

ITEM NO. 6 REPAIR CATCH BASIN WALL \$ 2,000.⁰⁰

20 SF @ \$ 100.⁰⁰ per LF

One Hundred and ⁰⁰/₁₀₀
(Write Unit Price)

ITEM NO. 7 CAST IRON CURB PIECE TYPE P 4" HIGH \$ 800.⁰⁰

2 Unit @ \$ 400.⁰⁰ per Unit

Four Hundred and ⁰⁰/₁₀₀
(Write Unit Price)

ITEM NO. 8 CAST IRON CURB PIECE TYPE N 6" HIGH \$ 800.⁰⁰

2 Unit @ \$ 400.⁰⁰ per Unit

Four Hundred and ⁰⁰/₁₀₀
(Write Unit Price)

ITEM NO. 9 BICYCLE SAFE GRATE 21 3/4" X 47 3/4" \$ 800.⁰⁰

2 Unit @ \$ 400.⁰⁰ per Unit

Four Hundred and ⁰⁰/₁₀₀
(Write Unit Price)

ITEM NO. 10 9" X 20" VERTICAL CURB \$49,000.⁰⁰

1400 LF @ \$ 35.⁰⁰ per Linear Foot

Thirty Five and 00/100.
(Write Unit Price)

ITEM NO. 11 CONCRETE SIDEWALK 4" THICK \$112,500.⁰⁰

1,500 SY. @ \$ 75.⁰⁰ per Square Yard

Seventy Five and 00/100.
(Write Unit Price)

ITEM NO. 12 CAST IN PLACE DETECTABLE WARNING SURFACE \$40,500.⁰⁰

90 S.Y. @ \$450.⁰⁰ per Square Yard

Four Hundred Fifty and 00/100.
(Write Unit Price)

ITEM NO. 13 DRIVEWAY ACCESS BACK PLATE \$1,000.⁰⁰

1 Unit. @ \$1,000.⁰⁰ per Unit

One Thousand and 00/100.
(Write Unit Price)

ITEM NO. 14 NEW CATCH BASIN TYPE B \$35,000.⁰⁰

7 Unit. @ \$5,000.⁰⁰ per Unit

Five Thousand and 00/100.
(Write Unit Price)

ITEM NO. 15

NEW CB CASTING TYPE B

\$ 6,250.⁰⁰

5 Unit. @ \$1,250.⁰⁰ per Unit

One Thousand Two Hundred Fifty and ⁰⁰/₁₀₀.
(Write Unit Price)

ITEM NO. 16

RESET EXISTING CB CASTING

\$ 1,000.⁰⁰

1 Unit @ \$1,000.⁰⁰ per Unit

One Thousand and ⁰⁰/₁₀₀.
(Write Unit Price)

ITEM NO. 17

RESET JUNCTION BOX CASTING

\$ 2,750.⁰⁰

1 Unit @ \$2,750.⁰⁰ per Unit

Two Thousand Seven Hundred Fifty and ⁰⁰/₁₀₀.
(Write Unit Price)

ITEM NO. 18

TRAFFIC DIRECTORS, JERSEY CITY POLICE

\$24,000.00

600 HR @ \$40.00 per Hour

Forty and ⁰⁰/₁₀₀.
(Write Unit Price)

ITEM NO. 19

TRAFFIC DIRECTOR, JC POLICE (OVER TIME
RATE, 7:00AM TO 4:00PM)

\$920.00

16 HR @ \$57.50 per Unit

Fifty Seven and ⁵⁰/₁₀₀.
(Write Unit Price)

ITEM NO. 20 TRAFFIC DIRECTOR, JC POLICE (OVER TIME \$1080.00
 RATE + Night Differential, 4:00PM to 6:00AM)
 16 HR. @ \$ 67.50 per HR

Sixty Seven and 50/100.
 (Write Unit Price)

ITEM NO. 21 TRAFFIC DIRECTORS, FLAGGER \$4500.00
 100 HR @ \$45.00 per HR

Forty Five and 00/100.
 (Write Unit Price)

ITEM NO. 22 CONSTRUCTION SIGNS \$ 35.⁰⁰

35 SF @ \$ 1.⁰⁰ per SF

One and 00/100.
 (Write Unit Price)

ITEM NO. 23 TRAFFIC DRUM \$ 20.⁰⁰

20 Units @ \$ 1.⁰⁰ per Unit

One and 00/100.
 (Write Unit Price)

ITEM NO. 24 TRAFFIC CONE \$ 25.⁰⁰

25 Units @ \$ 1.⁰⁰ per Unit

One and 00/100.
 (Write Unit Price)

TOTAL BID PRICE

\$ 319,980.⁰⁰

(In figures)

\$ Three Hundred Nineteen Thousand Nine Hundred Eighty and ⁰⁰/₁₀₀

(Price in Words, Dollars and Cents)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: S. BATATA CONSTRUCTION, INC.

Trade Name:

Address: 238 ERNSTON ROAD, SUITE 1R
PARLIN, NJ 08859

Certificate Number: 0922933

Effective Date: February 06, 1997

Date of Issuance: January 26, 2015

For Office Use Only:

20150126092608604



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0922933 FOR S. BATATA CONSTRUCTION, INC. IS VALID.

VERIFIED
PC

Certificate Number
632172

Registration Date: 08/23/2015
Expiration Date: 08/22/2017



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

S. Batata Construction, Inc.
2015

Responsible Representative(s):

Sergio Marques, President
Joseph Zargo, Secretary

Responsible Representative(s):

A handwritten signature in cursive script, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Certification 45685

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2010 to 15-NOV-2017

S. BATATA CONSTRUCTION, INC.
11 JACKSON STREET, SUITE 2G
SOUTH RIVER NJ 08882



Andrew P. Sidamon-Eristoff
State Treasurer

New Address: 238 Ernston Road, Suite 1R
Parlin, New Jersey 08859

copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Zargo, Vice President

Representative's Signature: [Signature]

Name of Company: S. Portola Construction, Inc.

Tel. No.: 732 238-8884 Date: November 19, 2015

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joseph Zargo, Vice President
 Representative's Signature: [Signature]
 Name of Company: S. Botata Construction, Inc.
 Tel. No.: 732 238-8884 Date: November 19, 2015

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : S. Batata Construction, Inc.
 Address : 238 Erston Road, Suite 1R, Parlin, NJ 08859
 Telephone No. : (732) 238-8884
 Contact Name : Joseph Zargo

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

PAGE AA-9

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : S. Batata Construction, Inc.
 Address : 288 Erston Road, Suite 1R, Perlin, NJ 08859
 Telephone No. : (732) 288-8884
 Contact Name : Joseph Zargo

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form MWB-3 Contractor's compliance plan to be submitted with bid document
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration / Division of Equal Opportunity
 Division of Equal Opportunity

Project: ADA Curb & Sidewalk Access # E-14-012

Contractor: S. Batata Construction ^{Improvements} Bid Amt. \$319,980

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

No subcontractors are anticipated.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

PAGE AA-11

DIV. EQUAL OPPORTUNITY COPY

Form MWB-3 Contractor's compliance plan to be submitted with bid document
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration / Division of Equal Opportunity
 Division of Equal Opportunity

Project: ADA Curb & Sidewalk Access Improvements # E-14-012

Contractor: S. Batata Construction, Inc. Bid Amt. \$ 319,980

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

No sub-contractors are anticipated.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity.

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project ADA Curb & Sidewalk Access Improvements

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

No subs are anticipated.

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
XXXXXXXXXXXXXXXXXXXXXXXXXXXX			Min.	Wom.	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We will consider quotes for all interested parties

Name of Contractor

by: Signature

Type or print name/title: Joseph Zargo, Vice President

Tel: No. (432) 238-8884

Date: November 19, 2015

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

MWB3 page 2 - Project ADA Curbs & Sidewalk Access Improvements

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

No subs are anticipated.

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
XXXXXXXXXXXXXXXXXXXXXXXXXXXX			Min.	Wom.	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We will consider quotes for all interested parties

Name of Contractor

by: Signature

Type or print name/title: Joseph Zargo, Vice President

Tel: No. (732) 238-8884 Date: November 19, 2015

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0172087 & 0172762

PO # 119514 2 119516

DEPT/DIV: Admin/Arch, Eng, Traff &
Transp.

SUBJ: Ada Curb & Sidewalk Access Impro.
Project No. 14-012

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts		X			X
EEO/AA Compliance		X			
BRC/Validation		X			
Certification Regarding Suspension/Debarment		X			
Legislative Fact Sheet/ Determination of Value		X			

Notes:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.022

Agenda No. 10-R

Approved: JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO OFS BRANDS, INC. FOR THE PURCHASE & DELIVERY OF FURNITURE FOR THE 3RD AND 4TH FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PHASE I - PROJECT 2014-028), FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The Cooperative Purchasing Network (TCPN) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-372 approved on May 28, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with **The Cooperative Purchasing Network (TCPN)**; and

WHEREAS, office furniture is needed for the 3rd and 4th floor office renovations at 394 Central Avenue (Phase I); and

WHEREAS, the TCPN awarded a contract to OFS Brands, Inc. for goods and services that the City desires to purchase; and

WHEREAS, the Department of Administration, Division of Purchasing wishes to purchase office furniture from OFS Brands, Inc., 1204 East 6th Street, Huntingburg, Indiana 47542 who is in possession of contract R142213; and

WHEREAS, the total amount of the contract is \$34,405.56; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the sum of Thirty Four Thousand, Four Hundred Five Dollars and Fifty Six Cents (\$34,405.56) is available in the Capital Fund Account 04-215-55-210-990; and

Capital Acct. #: 04-215-55-210-990 PO #: 119308 Amount: \$34,405.56

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned OFS Brands, Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 16-022Agenda No. 10.RTITLE: JAN 13 2016

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO OFS BRANDS, INC. FOR THE PURCHASE & DELIVERY OF FURNITURE FOR THE 3RD and 4TH FLOOR RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028), FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

RESOLVED, that upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract in all respects, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Acct. #: 04-215-55-210-990

PO #: 119308

Amount: \$34,405.56

APPROVED:

Peter Folgado, Director of Purchasing,
QPA, RPPO

December 11, 2015

Date

PF/pv
12/11/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO OFS BRANDS, INC. FOR THE PURCHASE & DELIVERY OF FURNITURE FOR THE THIRD AND FOURTH FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028), FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic and Trans.
Name/Title	Joseph D. Javier, RA	Project Manager
Phone/email	(201) 547-4460	JavierJ@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Purchase of new furniture under TCPN Contract for the office renovations at 394 Central Avenue.

The building's renovation incorporated the inherit benefits of new furniture allowing for efficient use of the space. The furniture was designed for optimum user productivity that will enable better service to the public.

Cost (Identify all sources and amounts)

\$34,405.56 – General Building Capital Acct.
04-215-55-210-990

Contract term (include all proposed renewals)

Furniture to be delivered within 3 to 4 weeks after contract award.

Type of award TCPN Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

12-11-15
Date

12/11/15



City Of Jersey City



Priced by: Priscilla Richards
prichards@ofsbrands.com

12/8/2015

TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015- April 30, 2018

This quote includes the specifications, concepts, design, and arrangements represented there by or incorporated in it, it is and shall remain the property of OFS Brands. It shall be used only for the specific project for which it has been prepared. Without the prior written authorization of OFS Brands it shall not be copied, disclosed to third parties, used to perform or complete this project by others, or used in connections with any work or project other than the specific project for which it has been prepared. Field dimensions, specifications, quantities, and pricing must be verified prior to ordering and installation and is the responsibility of the authorized dealer. All specifications are provided as a courtesy and all final specification details including clarification of sizes and finishes is the responsibility of the dealer who is placing the order on behalf of the end user. OFSB is not responsible for any changes, errors or modifications. Quotes are valid for 30 days.

Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell	Sell - %
3	FT1032	Vantage 65x18.25 Tackboard	\$ 332.00	\$ 996.00	\$ 131.47	\$ 394.41	60.40
	2	Grade 2 Material					
	ETC2	Other Grade 2 Material					
	TOR	FABRIC OPTION TBD					
3	QB-36	36x36x28.75 Queen Anne Base	\$ 1,360.00	\$ 4,080.00	\$ 538.56	\$ 1,615.68	60.40
	MVC	Vintage Mahogany/Cherry					
1	36-14448RT-20	Vantage 144x48x3.75 Rectangular Conference Top	\$ 6,984.00	\$ 6,984.00	\$ 2,765.66	\$ 2,765.66	60.40
	MVC	Vintage Mahogany/Cherry					
	QR	No Cutout					
3	36-6843HD	Vantage 71.75x15.25x43 Highback Organizer	\$ 2,373.00	\$ 7,119.00	\$ 939.71	\$ 2,819.13	60.40
	MVC	Vintage Mahogany/Cherry					
	LW	Unfinished Back					
4	36-2448BR	Vantage 24x48 Bridge	\$ 1,258.00	\$ 5,032.00	\$ 498.17	\$ 1,992.68	60.40
	MVC	Vintage Mahogany/Cherry					
	NG	With Moulding					
	G3	Grommet in Center					
8	36-3620LFC	Vantage 36x20x29.75 2-Drawer Lateral File	\$ 1,787.00	\$ 14,296.00	\$ 707.65	\$ 5,661.20	60.40
	MVC	Vintage Mahogany/Cherry					
	LW	Unfinished Back					
	NM	Locking - standard key					
3	36-7220CRL	Vantage 72x20 Left Pedestal Credenza	\$ 2,504.00	\$ 7,512.00	\$ 991.58	\$ 2,974.74	60.40



City Of Jersey City



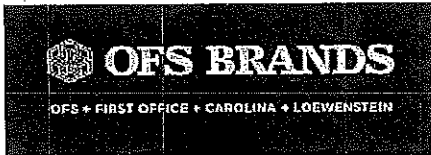
Priced by: Priscilla Richards
prichards@ofsbrands.com

12/8/2015

TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015- April 30, 2018

This quote includes the specifications, concepts, design, and arrangements represented there by or incorporated in it, it is and shall remain the property of OFS Brands. It shall be used only for the specific project for which it has been prepared. Without the prior written authorization of OFS Brands it shall not be copied, disclosed to third parties, used to perform or complete this project by others, or used in connections with any work or project other than the specific project for which it has been prepared. Field dimensions, specifications, quantities, and pricing must be verified prior to ordering and installation and is the responsibility of the authorized dealer. All specifications are provided as a courtesy and all final specification details including clarification of sizes and finishes is the responsibility of the dealer who is placing the order on behalf of the end user. OFSB is not responsible for any changes, errors or modifications. Quotes are valid for 30 days.

Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell	Sell - %
	MVC	Vintage Mahogany/Cherry					
	NG	With Moulding					
	G3	Grommet in Center					
	NM	Locking - standard key					
1	36-7220CRR	Vantage 72x20 Right Pedestal Credenza	\$ 2,504.00	\$ 2,504.00	\$ 991.58	\$ 991.58	60.40
	MVC	Vintage Mahogany/Cherry					
	NG	With Moulding					
	G3	Grommet in Center					
	NM	Locking - standard key					
1	36-7236LPD	Vantage 72x36 Left Pedestal Desk	\$ 3,274.00	\$ 3,274.00	\$ 1,296.50	\$ 1,296.50	60.40
	MVC	Vintage Mahogany/Cherry					
	NG	With Moulding					
	G1	No Grommet					
	NM	Locking - standard key					
3	36-7236RPD	Vantage 72x36 Right Pedestal Desk	\$ 3,274.00	\$ 9,822.00	\$ 1,296.50	\$ 3,889.50	60.40
	MVC	Vintage Mahogany/Cherry					
	NG	With Moulding					
	G1	No Grommet					
	NM	Locking - standard key					
8	F47337	Mingle 25x27x33 Side Chair Straight Round-End Arm	\$ 902.00	\$ 7,216.00	\$ 357.19	\$ 2,857.52	60.40
	MVC	Vintage Mahogany/Cherry					
	4	Grade 4 Material					
	ETC4	Other Grade 4 Material					
	TOR	FABRIC OPTION TBD					



City Of Jersey City



Priced by: Priscilla Richards
prichards@ofsbrands.com

12/8/2015

TCPN CONTRACT # R142213, FIRST OFFICE - 60.4% OFF LIST, Contract Period May 1, 2015- April 30, 2018

This quote includes the specifications, concepts, design, and arrangements represented there by or incorporated in it, it is and shall remain the property of OFS Brands. It shall be used only for the specific project for which it has been prepared. Without the prior written authorization of OFS Brands it shall not be copied, disclosed to third parties, used to perform or complete this project by others, or used in connections with any work or project other than the specific project for which it has been prepared. Field dimensions, specifications, quantities, and pricing must be verified prior to ordering and installation and is the responsibility of the authorized dealer. All specifications are provided as a courtesy and all final specification details including clarification of sizes and finishes is the responsibility of the dealer who is placing the order on behalf of the end user. OFSB is not responsible for any changes, errors or modifications. Quotes are valid for 30 days.

Qty	Part Number	Part Description	List	Ext List	Sell	Ext Sell	Sell - %
12	F46016	Mingle 26x25x39-41.75 Mid Back Swivel	\$ 1,504.00	\$ 18,048.00	\$ 595.58	\$ 7,146.96	60.40
	MVC	Vintage Mahogany/Cherry					
	SA	Black Polyurethane Base					
	SN	Black Hooded Casters					
	TC	No Edge Guards (standard)					
	4	Grade 4 Material					
	ETC4	Other Grade 4 Material					
	TOR	FABRIC OPTION TBD					
Total:						\$ 34,405.56	



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1001011 FOR OFS SALES CORP. IS VALID.

Patricia Vega

From: Martha Schwindt [mschwindt@ofsbrands.com]
Sent: Tuesday, December 08, 2015 4:03 PM
To: Patricia Vega
Subject: Re: TCPN R142213

Hello,

Yes, all OFS Brands active dealers are able to participate on our TCPN contract and Glenwood is an active dealer.

Thank you,

Martha Schwindt Government Contract Administrator | GSA Account Manager mschwindt@ofsbrands.com

800.521.5381 x 7257 | 812.683.7155 fax

GS-29F-0304H

OFS Brands 1204 East Sixth Street Huntingburg, IN 47542 | ofsbrands.com

On Tue, Dec 8, 2015 at 3:48 PM, Patricia Vega <VegaP@icnj.org> wrote:

Greetings!

Can you confirm if Glenwood is an authorized dealer for OFS contract R142213?

Thank you!

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



February 27, 2015

Mr. Steven M. Robinson
Director of Government Sales
OFS Brands Holdings, Inc.
1204 East Sixth Street
Huntingburg, Indiana 47542

Re: Award of TCPN Contract # R142213

Dear Mr. Robinson:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that OFS Brands Holdings, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

Commodity/Service

Contractor

Furniture & Installation

OFS Brands Holdings, Inc.

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142213. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and OFS Brands Holdings, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a horizontal line.

Jason Wickel
President

(/)

Q

TCPN

HOME ([HTTP://OFSBRANDS.COM](http://ofsbrands.com)) / INFORMATION / CONTRACTS / TCPN (/)

Contract

#:

R142213

Furniture and**Installation****Contract Term:**

May 1, 2015 -

April 30, 2018

Brands:

OFS | First Office | Carolina |

Loewenstein | Highmark

Products:

All

Products

Billing:

Direct to Member Facility or through
any active OFSB Dealer

Notes:

Quick Ship

available

Small Order handling fees do not apply

Orders in excess of

\$500,000 NET are negotiable

Terms - Net 30 Days, FOB

Destination

Website:[www.ofsbrandstcpn.com](http://ofsbrandstcpn.com)

Contacts:

Martha

Schwindt

Contract Manager

mschwindt@ofsbrands.com

Anna

McClelland

TCPN National Program

Manager

amcclelland@ofsbrands.com



TCPN Discount Summary (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_DiscountSummary.pdf)

TCPN Services - Hourly Rates (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_HourlyLaborRates.pdf)

TCPN Flyer (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_OFSBrands_flyer.pdf)

TCPN Notice of Award (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_NoticeOfContract_award.pdf)

TCPN Eligible Agencies (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_EligibleAgencies.pdf)

TCPN Highmark Flyer (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_Highmark_flyer.pdf)

TCPN Mile Marker Locker Flyer (http://ofsbrandssitesbucket.s3.amazonaws.com/s3fs-public/TCPN_CBF_MileMarker_Locker_flyer.pdf)

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16.023

Agenda No. 10.S

Approved: JAN 13 2016



TITLE: **RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH MILLENNIUM STRATEGIES LLC FOR GRANT SERVICES ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF FEBRUARY 1, 2016**

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution No. 15-102, approved on February 10, 2015, awarded a one-year contract not to exceed \$140,000 to Millennium Strategies, LLC for grant services (the "Millennium Contract") for the City of Jersey City (the "City"); and

WHEREAS, the Millennium Contract provided for a one year term, commencing the day the contract was executed by the City; and

WHEREAS, pursuant to recent changes in the Local Public Contracts, more specifically N.J.S.A. 40A:11-4.1(m), the City desires to procure future grant services through use of the competitive contracting process under N.J.S.A. 40A: 11-4.1 et seq., and desires to issue a Request for Proposals for grant consulting services ("RFP"); and

WHEREAS, the City is in the process of preparing the RFP and intends to issue the RFP in the following months; and

WHEREAS, it is necessary to extend the contract with Millennium Contract on a month to month basis not to exceed three (3) months effective February 1, 2016 while the City prepares the RFP and advertises for new contracts; and

WHEREAS, the consultant has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract shall not exceed \$35,000.00; and

WHEREAS, funds in the amount of \$20,000.00 are available in Department of Administration, Division of Management & Budget Account No. 01-201-20-101-312.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the contract with Millennium Strategies, LLC for grant services;
- 2) The contract extension is on a month to month basis not to exceed three months effective as of February 1, 2016, and the total cost of the contract shall not exceed \$35,000.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a)2, the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year temporary and permanent budgets; and
- 4) This contract shall be subject to the condition that the consultant provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

City Clerk File No. Res. 16.023Agenda No. 10.STITLE: JAN 13 2016

**RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT
WITH MILLENNIUM STRATEGIES LLC FOR GRANT SERVICES
ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3)
MONTHS EFFECTIVE AS OF FEBRUARY 1, 2016**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 01-201-20-101-312, PO 119544 for payment of the above resolution.

APPROVED: Donna Mauer, CFO

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.13.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH MILLENNIUM STRATEGIES LLC FOR GRANT SERVICES ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF FEBRUARY 1, 2016

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	(201) 547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is necessary to extend the contract with Millennium Contract on a month to month basis not to exceed three (3) months effective February 1, 2016 while the City prepares the RFP and advertises for new contracts

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/6/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. **16-024**

Agenda No. **10.1**

Approved: **JAN 13 2016**

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE 394 CENTRAL AVENUE - OFFICE RENOVATIONS, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 14.822 approved on December 17, 2014, authorized a professional services agreement in the amount of \$75,000.00 between the City of Jersey City (City) and DMR Architects, Heights Plaza 777 Terrace Avenue, 6th Floor, Hasbrouck Heights, New Jersey 07604 (DMR) to provide architectural programming, planning and construction administration for the relocation of various City Divisions from 1 Journal Square to 394 Central Avenue, Jersey City, New Jersey; and

WHEREAS, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, previous amendments have been made to the contract due to changes in the scope of work which increased the total contract amount to \$107,000.00; and

WHEREAS, due to unforeseen issues at the project site, the project is behind schedule and the contract with DMR will need to be extended an additional 4 months, through May, 2016; and

WHEREAS, DMR agrees to provide these additional services for a sum not to exceed \$19,600.00 which funds are available in Capital Account No. 04-215-55-899-991; and

WHEREAS, this change order increases the total contract amount to One Hundred Twenty-Six Thousand Dollars (\$126,600.00); and

WHEREAS, DMR has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

WHEREAS, these funds are available for this expenditure from Various City Building - Capital Account:

04-215-55-899-991	P.O. No. 115433	\$19,600.00
-------------------	-----------------	-------------

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 16-024Agenda No. 10.1TITLE: JAN 13 2016

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE 394 CENTRAL AVENUE - OFFICE RENOVATIONS, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. a. The agreement with DMR is amended to increase the contract amount by an additional \$19,600.00.
- b. The term of the contract shall be extended for an additional **four (4)** months effective January 2016 through May 2016.
- c. All other terms and conditions of the contract remain unchanged.
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-899-991 for payment of the above Resolution.

December 4, 2015

RR/ab

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE 394 CENTRAL AVENUE - OFFICE RENOVATIONS, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Due to unforeseen issues at the 394 Central Avenue Office Renovations project, it has become necessary to amend the agreement with DMR Architects for an additional four (4) months for construction administration services.

Cost (Identify all sources and amounts)

\$19,600.00 – General Building Capital Acct.
04-215-55-899-991

Contract term (include all proposed renewals)

The term of this will be extended for an additional (4) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Additional construction administration services:

1. Construction Administration and Submittal Review; and
2. Coordination with Telecommunications/Voice/Data with Owner.

I certify that all the facts presented herein are accurate.


Signature of Division Director

12-11-15
Date



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : December 11, 2015

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation *BFW*

SUBJECT : 394 Central Avenue - Office Renovations
Project No. 2014-028
Re: DMR Architects Amending Resolution

Attached for your consideration is a Resolution amending a contract to DMR Architects in connection with construction administration services for 394 Central Avenue - Office Renovations project. DMR Architect's services include the following:

1. Additional four (4) months of Construction Administration and Submittal Review; and
2. Coordination with Telecommunications/Voice/Data with Owner.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

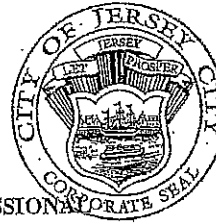
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-822

Agenda No. 10.Z.17

Approved: DEC 17 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE RELOCATION OF VARIOUS DIVISIONS LOCATED AT 1 JOURNAL SQUARE TO 394 CENTRAL AVENUE, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting architectural firm in connection with architectural programming, planning and construction administration for the relocation of various City Divisions from 1 Journal Square to 394 Central Avenue, Jersey City, New Jersey; and

WHEREAS, the City did solicit a Request for Qualifications (RFQ) for General Architectural Services through the fair and open process, and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, a list of pre-qualified firms has been posted to the Jersey City Website; and

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, DMR Architects, a pre-qualified firm submitted a proposal for its services totaling \$75,000.00; and

WHEREAS, DMR Architects, Heights Plaza, 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated November 17, 2014 to provide services for a sum not to exceed \$75,000.00; and

WHEREAS, DMR Architects, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from Various City Building - Capital Account:

04-215-55-899-991 P.O. No. 115433 \$75,000.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

COPY

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS, IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE RELOCATION OF VARIOUS DIVISIONS LOCATED AT 1 JOURNAL SQUARE TO 394 CENTRAL AVENUE, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DMR Architects, for a lump sum fee not to exceed SEVENTY-FIVE THOUSAND 00/100 DOLLARS (\$75,000.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
5. The award of this contract shall be subject to the condition that DMR Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

I, Donna Maurer (Donna Maurer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-899-991 for payment of the above Resolution.

November 25, 2014

RR/ab

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12/17/14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

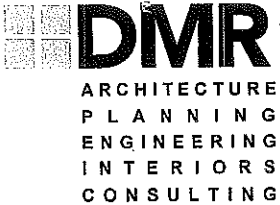
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



October 30, 2015

Brian Weller, LLA, ASLA, Director
Chief Landscape Architect
City of Jersey City
DPW, Division of Architecture
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305

Re: Additional Architectural & Engineering Fee Proposal
Relocation of City Offices
At 394 Central Avenue Jersey City, New Jersey 07306
DMR Project No.: 3592

Dear Mr. Weller:

Kindly accept this correspondence as a proposed amendment to DMR Architects' original proposal in connection with the above referenced project for the Architectural & Engineering services.

Extended Construction Administration:

As you are aware, the project duration for the construction phase was 4 months construction timeline and 1 month closeout, Based on starting construction meetings on August 3rd. It appears that the construction would stretch to end of March 2016 or beyond, followed by a month of close out, an overall construction period of Eight months and one month for closeout. Our original proposal included biweekly construction meeting only, the City has requested weekly meeting to keep the project on schedule.

Based on four months of construction and 1 month of closeout DMR Architects' construction administration fee was \$19,500.00, at \$3,900.00 per month. Accordingly we are requesting that DMR Architects construction administration services be extended by 4 months, based on a 8 months period, **we will include biweekly meeting in this fee and bill additional meetings as and when they are required/requested by the City.**

Fee

DMR respectfully submits following additional fee for the completion of the services described above from design, construction documents to construction administration phase which will also include shop drawings reviews and responding to the RFI.

Architectural & Engineering Services.....\$15,600.00
Reimbursable
Additional Meeting 8(Allowance)\$4000.00
(\$500.00/meeting)

TOTAL \$.....\$19,600.00

Nineteen Thousand Six hundred Dollars (\$19,600.00)



ARCHITECTURE
P L A N N I N G
E N G I N E E R I N G
I N T E R I O R S
C O N S U L T I N G

Relocation of Departments of
City Offices for City of Jersey City
October 30, 2015
Page 2 of 2

All other terms and condition of the proposal would remain same.
Please note this proposal is only for the scope as described in this proposal, and anticipated construction timeline based on expected construction completion. If there is a change in scope or increase in construction timeline, we will submit additional fees accordingly. Terms and conditions represented in this proposal are same as in our original proposal to the County. If you have any questions regarding this proposal or need further clarification on any issues, please feel free to contact me at 201.288.2600.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pradeep Kapoor', with a stylized flourish at the end.

Pradeep Kapoor, LEED®
Project Manager

Architect: **DMR Architects**

Signature: _____ Date: _____
Name/Title: Lloyd Rosenberg, President, CEO

Client: **City of Jersey City**

Signature: _____ Date: _____
Name/Title: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Lloyd A. Rosenberg, AIA, President & CEO

Representative's Signature: 

Name of Company: DMR Architects

Tel. No.: 201-288-2600

Date: 12/10/15

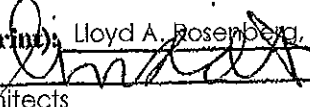
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Lloyd A. Rosenberg, AIA, President & CEO
Representative's Signature: 
Name of Company: DMR Architects
Tel. No.: 201-288-2600 Date: 12/10/15

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DMR Architects
Address : 777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ 07604
Telephone No. : 201-288-2600
Contact Name : Lloyd A. Rosenberg, AIA, President & CEO

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: DMR Architects

Address: 777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ 07604

Telephone No. : 201-288-2600

Contact Name: Lloyd A. Rosenberg, AIA, President & CEO

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DMR Architects (name of business entity), has not made any reportable contributions in the ****one-year period preceding** TBD (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract DMR Architects (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DMR Architects

Signed [Signature]

Title: President & CEO

Print Name: Lloyd A. Rosenberg, AIA

Date: 12/10/15

Subscribed and sworn before me
this 10 day of DEC, 2015.

My Commission expires: 1/10/2020

MARIA I. PEREZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/10/2020

[Signature]

[Signature]
(Affiant)
Lloyd A. Rosenberg, AIA, President & CEO
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Lloyd A. Rosenberg, AIA, President & CEO	11 East Place, Suffern, NY 10901

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DMR Architects

Signed: [Signature] Title: President & CEO

Print Name: Lloyd A. Rosenberg, AIA Date: 12/10/15

Subscribed and sworn before me this 10 day of

Dec, 2015 [Signature]
My Commission expires: 1/10/2020

[Signature]
(Affiant)
Lloyd A. Rosenberg, AIA, President & CEO
(Print name & title of affiant) (Corporate Seal)

MARIA I. PEREZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/10/2020

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Lloyd A. Rosenberg, AIA	11 East Place, Suffern, NY 10901	100%

SIGNATURE: _____


Lloyd A. Rosenberg, AIA

TITLE: _____

President & CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY10 OF DEC OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 2020
MARIA I. PEREZ
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/10/2020**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

03/20/14

Taxpayer Identification# 223-119-428/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

DMR ARCHITECTS P.C.

ADDRESS:

777 TERRACE AVE 6TH FLOOR
HASBROUCK HEIGHTS NJ 07604-3113

EFFECTIVE DATE:

08/28/91

TRADE NAME:

DMR ARCHITECTS

SEQUENCE NUMBER:

0079760

ISSUANCE DATE:

03/20/14



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT¹¹²⁵⁷**RENEWAL**

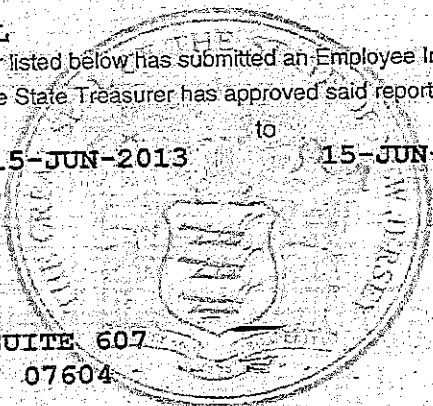
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2013

to

15-JUN-2020

**DMR ARCHITECTS, P.C.
777 TERRACE AVENUE, SUITE 607
HASBROUCK HGTS. NJ 07604**



[Signature]
Andrew P. Sidamon-Eristoff
State Treasurer

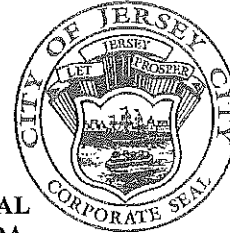
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16-025

Agenda No. _____ 10-U

Approved: _____ JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, DORIA AND TOMKINS, LLC CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND FEDERAL AND STATE GRANT PROGRAMS FOR THE CALENDAR FISCAL YEAR 2015

COUNCIL

offered and moved

adoption of the following resolution :

WHEREAS, pursuant to N.J.S.A. 40A:5-4 et seq., the City of Jersey City ("City") is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, a notice was posted on the City's website of the availability of the City's Request for Proposals ("RFP"); and

WHEREAS, the City received two (2) proposals in response to it's RFP; and

WHEREAS, the proposal submitted by Donohue, Gironda, Doria and Tomkins, LLC, Certified Public Accountants satisfies the City's requirements; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008; and

WHEREAS, Donohue, Gironda, Doria and Tomkins, LLC, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the total contract amount is not to exceed \$299,000; and

WHEREAS, the resolution authorizing the award an the agreement itself must be available for public inspection.

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda, Doria and Tomkins, LLC, Certified Public Accountants for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one (1) year commencing on the date the contract is executed by City Officials for a total contract amount not to exceed \$299,000;

2. The award of this contract shall be subject to the condition that Donohue,

City Clerk File No. Res. 16.025Agenda No. 10-UTITLE: JAN 13 2016

Gironda, Doria and Tomkins, LLC, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 *et seq.*;

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*;

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar fiscal year permanent budget;

5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of \$299,000 available for payment of this resolution in Account# 01-201-20-135-312. PO# 119590

APPROVED: Donna Mauer 040

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSTAINED		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, DORIA AND TOMKINS, LLC CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND FEDERAL AND STATE GRANT PROGRAMS FOR THE CALENDAR FISCAL YEAR 2015

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City is required by Statute to have an annual audit of our Financial Statements and Federal and State Grant Programs.

Cost (Identify all sources and amounts)

Annual Audit Account
01-201-20-135-312

Contract term (include all proposed renewals)

One (1) year commencing on the date the contract is executed by City Officials.

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/6/16
Date

CITY OF JERSEY CITY

PROJECT: Accounting Services

RESPONDENT: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	RG	
B. Public Disclosure Statement*	RG	
C. Mandatory Affirmative Action Language	RG	
D. Americans with Disabilities Act	RG	
E. MWBE Questionnaire	RG	
F. Affirmative Action Compliance Notice	RG	
G. Employee Information Report	RG	
H. Business Registration Certificate	RG	
I. Original signature(s) on all required forms	RG	
J. Acknowledgment of Receipt of Addenda*	RG	

*Failure to include these documents with the Proposal will result in an automatic rejection of the Proposal.

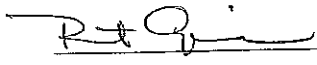
CITY OF JERSEY CITY

PROJECT: ACCOUNTING SERVICES: ANNUAL AUDIT OF
FINANCIAL STATEMENTS AND FEDERAL AND
STATE GRANT PROGRAMS

The undersigned is ~~{an individual}~~
{a corporation} under the laws
~~{a partnership}~~

of the State of New Jersey having offices

at 310 Broadway and submits this Proposal in
response to the City's RFP.

Signed: 

Name: Robert A. Gironda, CPA

Title: Partner-Member


Company: Donohue, Gironda, Doria & Tomkins, LLC

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Partner-Member
of the firm of Donohue, Gironda, Doria & Tomkins, LLC, CPAs

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent) 
Robert A. Gironda, CPA

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 29TH DECEMBER OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)
Lorraine Benacchio **LORRAINE BENACCHIO**

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

ID # 4437
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
Robert A. Gironda	8 Bloomfield Ave., Edison, NJ 08839	33 1/3
Robert G. Doria	30 W. 13th St., Bayonne, NJ 07002	33 1/3
Frederick J. Tomkins	675 Raritan Road, Unit 11, Clark, NJ 07066	33 1/3

SIGNATURE: 

TITLE: Robert A. Gironda, CPA / Partner-Member

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 29th DECEMBER OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Lorraine Benacchio

LORRAINE BENACCHIO

ID # 4437

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires January 23, 2020

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20__

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency with engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

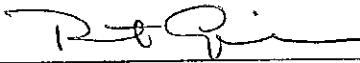
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert A. Gironda / Partner-Member

Representative's Signature: 

Name of Company: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Tel. No.: (201) 437-9000 Date: 12/29/2015

AMERICANS WITH DISABILITIES ACT OF 1990 **Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Robert A. Girona / Partner-Member

Representative's Signature: 

Name of Company: Donohue, Girona, Doria & Tomkins, LLC, Certified Public Accountants

Tel. No.: (201) 437-9000 Date: December 29, 2015

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: Donohue, Gironda, Doria & Tomkins, LLC, CPA's

Address: 310 Broadway, Bayonne, NJ 07002

Telephone No.: (201) 437-9000

Contact Name: Robert A. Gironda, CPA

Please check applicable category :

☐ Minority Owned
 ☐ Minority & Woman Owned
☐ Woman Owned
 ☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirement of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR


(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

SIGNATURE:  DATE: December 29, 2015

PRINT
 NAME: Robert A. Gironda, CPA TITLE: Partner-Member

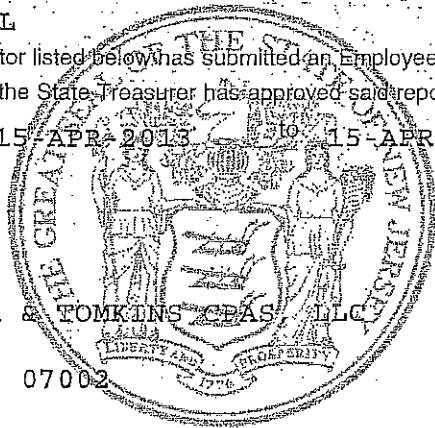
Certification 10001

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2013 to 15-APR-2020

DONOHUE GIRONDA DORIA & TOMKINS CPAS, LLC
310 BROADWAY
HUDSON NJ 07002



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

DONOHUE, GIRONDA, DORIA & TOMKINS CPAS

TRADE NAME:

ADDRESS:

310 BROADWAY
BAYONNE NJ 07002

SEQUENCE NUMBER:

1940940

EFFECTIVE DATE:

03/24/15

ISSUANCE DATE:

03/25/15

James J. Guccione
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

104-661-0205840V

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Donohue, Gironda, Doria & Tomkins, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding January 13, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Donohue, Gironda, Doria & Tomkins, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Signed: [Signature]
Print Name: Robert A. Gironda, CPA

Title: Partner-Member
Date: December 29, 2015

Subscribed and sworn before me
this day 29 of 2015.
DECEMBER

[Signature]
(Affiant)

My Commission expires:

LORRAINE BENACCHIO

ID # 4437

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires January 23, 2020

Robert A. Gironda/Partner-Member

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

ADDENDUM ACKNOWLEDGEMENT FORM

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE; NOT TO
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____


Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: Donohue, Gironda, Doria & Tomkins, LLC, Certified Public Accountants

Street Address: 310 Broadway

City, State, Zip Bayonne, NJ 07002

Authorized Signature: 
Robert A. Gironda, CPA

Date: December 29, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maguire Insurance Agency One Bala Plaza Bala Cynwyd, PA 19004	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY		PHSD1092508	11/07/2015	11/07/2016	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Professional/E&O					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance for E&O - \$1M

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Brenner

© 1988-2010 ACORD CORPORATION. All rights reserved.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

SECTION VI

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

DONOHUE, GIRONDA, DORIA & TOMKINS CPAS

TRADE NAME:

ADDRESS:

310 BROADWAY
BAYONNE NJ 07002

SEQUENCE NUMBER:

1940940

EFFECTIVE DATE

ISSUANCE DATE:

03/24/15

03/25/15

James J. Quasiano
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-001) D205848V

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

SECTION VII

Certification 10001

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-APR-2013 TO 15-APR-2020

DONOHUE GIRONDA DORIA & TOMKINS CPAS, LLC
310 BROADWAY
HUDSON

NJ 07002



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.026

Agenda No. 10-V

Approved: JAN 13 2016

TITLE:

**RESOLUTION AUTHORIZING AN EXTRAORDINARY
UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL
GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES**



COUNCIL
adoption of the following resolutions:

offered and moved

WHEREAS, the City of Jersey City (the "City") requires the services of a financial advisor to provide financial advisory services; and

WHEREAS, a notice was posted on the City's website of the availability of the City's Request for Proposals ("RFP"); and,

WHEREAS, the City received three (3) proposals in response to its RFP; and

WHEREAS, the proposal submitted by NW Financial Group, LLC satisfies the City's requirements; and

WHEREAS, the City desires to appoint NW Financial Group, LLC. as financial advisor to the City and to award a contract to such firm as an "extraordinary unspecifiable service" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, NW Financial Group LLC. agrees to provide these services in accordance with the fee schedule listed below:

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

Principal	\$185/hr.
Managing Director	\$180/hr.
Vice President	\$170/hr.
Analyst	\$150/hr.

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for Extraordinary Unspecifiable Services without competitive bid and the contract itself must be available for public inspection; and

WHEREAS, Donna Mauer, Chief Financial Officer has certified that this meets the statute and regulations governing the award of said contract; and

WHEREAS, NW Financial Group, LLC. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 23, 2008; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Laws, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total contract amount shall not exceed \$125,000; and

WHEREAS, funds in the amount \$125,000 are available in Account# 04-215-55-923-990.

JAN 13 2016**TITLE:**

NOW THEREFORE BE IT RESOLVED, the Municipal Council of the City of Jersey City, as follows:

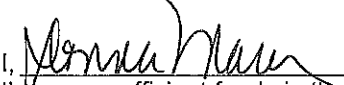
1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with NW Financial Group, LLC. to provide financial advisory services to the City in connection with the structuring, offering and sale of City debt.
2. The total contract amount shall not exceed the sum of \$125,000 and the term of the contract shall be one (1) year commencing the date the contract is executed by City Officials with an option to renew for an additional year with no price change.
3. This agreement is authorized as Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the certification attached hereto.
4. The financial advisor shall be paid according to the fee schedule listed below:

For specific financing in connection with the sale of general obligation bonds and/or note issues, the fee will be calculated at ten (10) basis points (.10%) of the principal amount financed.

Financial consulting services will be based upon the following hourly rates:

Principal	\$185/hr.
Managing Director	\$180/hr.
Vice President	\$170/hr.
Analyst	\$150/hr.

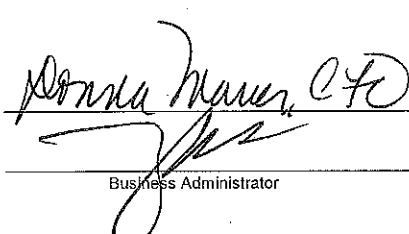
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.
6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.
7. This award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
8. The Certificate of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein, shall be placed on file with this resolution.

I,  Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of \$125,000 available for payment of this resolution in Account# 04-215-55-923-990. PO# 119589

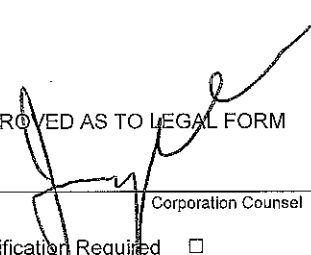
City Clerk File No. _____ Res. 16-026Agenda No. 10-VTITLE: JAN 13 2016

**RESOLUTION AUTHORIZING AN EXTRAORDINARY
UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL
GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES**

APPROVED: _____



APPROVED AS TO LEGAL FORM



APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 9-0**

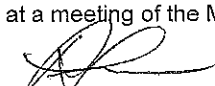
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16

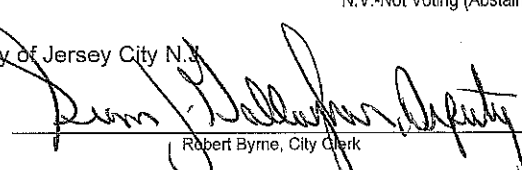
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES

Project Manager

Department/Division	Administration	Management & Budget
Name/Title	Donna Maurer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To award a contract for a financial advisor to assist the City with financing issues including, but not limited to bond and note sales, refundings, rating agencies, and Local Finance Board

Cost (Identify all sources and amounts)

Capital Fund – Issuance Costs
04-215-55-923-990

Contract term (include all proposed renewals)

One (1) year commencing on the date the contract is executed by City Officials.

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/6/16
Date

CITY OF JERSEY CITY

PROJECT: Financial Advisory Services

RESPONDENT: NW Financial Group, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	M/H	
B. Public Disclosure Statement*	M/H	
C. Mandatory Affirmative Action Language	M/H	
D. Americans with Disabilities Act	M/H	
E. MWBE Questionnaire	M/H	
F. Affirmative Action Compliance Notice	M/H	
G. Employee Information Report	M/H	
H. Business Registration Certificate	M/H	
I. Original signature(s) on all required forms.	M/H	
J. Acknowledgment of Receipt of Addenda*	M/H	

*Failure to include these documents with the Proposal will result in an automatic Rejection of the Proposal.

CITY OF JERSEY CITY

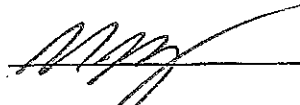
PROJECT: FINANCIAL ADVISORY SERVICES

The undersigned is {an individual}
 {a corporation} under the laws
{a partnership}

of the State of New Jersey having offices

at 2 Hudson Place, 3rd Floor, Hoboken, NJ 07030 and submits this Proposal in
 response to the City's RFP.

Signed:



Name:

Michael I. Hanley

Title:

Principal

Company:

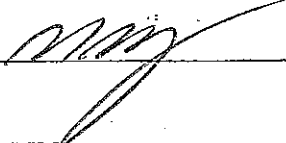
NW Financial Group, LLC

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Principal
of the firm of NW Financial Group, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

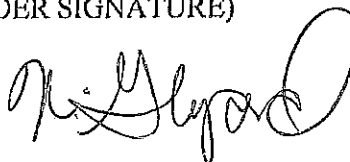
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent) 

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 23 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NJ
MY COMMISSION EXPIRES: 20 6/4/19



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Norma T. Gilyard
Notary Public, State of New Jersey
County of Hudson
My commission expires 6/4/2019
I.D. No.: 2386148


PUBLIC DISCLOSURE INFORMATION

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
Dennis J. Enright	136 Terrace Avenue, Jersey City, NJ	73%

SIGNATURE: 

TITLE: Principal

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 23 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NJ
MY COMMISSION EXPIRES: 20 6/4/19



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Norma T. Gilyard
Notary Public, State of New Jersey
County of Hudson
My commission expires 6/4/2019
I.D. No.: 2386148

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael Hanley, Principal

Representative's Signature: 

Name of Company: NW Financial Group, LLC

Tel. No.: 201-656-0115 Date: 12/23/15

AMERICANS WITH DISABILITIES ACT OF 1990 **Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Michael Hanley, Principal

Representative's Signature: 

Name of Company: NW Financial Group, LLC

Tel. No.: 201-656-0115 **Date:** 12/23/15

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: NW Financial Group, LLC

Address: 2 Hudson Place, 3rd fl., Hoboken, NJ 07030

Telephone No.: 201-656-0115

Contact Name: Michael Hanley

Please check applicable category :

☐ Minority Owned ☐ Minority & Woman Owned

☐ Woman Owned ☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: NW Financial Group, LLC

SIGNATURE:  DATE: 12/23/15

PRINT

NAME: Michael Hanley TITLE: Principal

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NW Financial Group, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract NW Financial Group, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NW Financial Group, LLC

Signed: 

Title: Principal

Print Name: Michael Hanley

Date: 12/23/15

Subscribed and sworn before me
this day 23 of Dec 2015.


(Affiant)

My Commission expires: 6/4/19

Michael Hanley, Principal
(Print name & title of affiant) (Corporate Seal)


Norma T. Gilyard

Notary Public, State of New Jersey
County of Hudson

My commission expires 6/4/2019

**** Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

ADDENDUM FOR ACKNOWLEDGMENT FORM

The undersigned acknowledges receipt of the following addenda to the bidding document:

THE COMPLETED ACKNOWLEDGMENT OF THE ADDENDA FORM SHOULD BE RETURNED WITH BID RESPONSE PACKAGE; NOT TO BE SENT SEPARATELY

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledgment receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2(e).

Addendum No. NONE Dated: _____

Addendum No. _____ Dated: _____

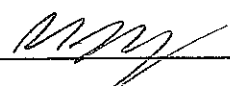
Addendum No. _____ Dated: _____

City of Jersey City

Name of Bidder: NW Financial Group, LLC

Street Address: 2 Hudson Place, 3rd Floor

City, State, Zip: Hoboken, NJ 07030

Authorized Signature: 

Date: 12/23/15



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NW FINANCIAL GROUP, L.L.C.

Trade Name:

Address: 2 HUDSON PLACE
HOBOKEN, NJ 07030

Certificate Number: 0084838

Effective Date: June 26, 1996

Date of Issuance: July 16, 2012

For Office Use Only:

20120716110054719



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

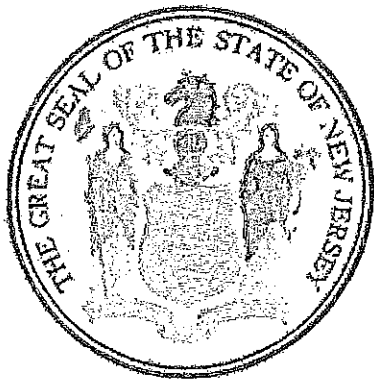
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **NW FINANCIAL GROUP LLC** as a **Category 2** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.



Andrew Pantelides
Assistant Director

Issued: January 15, 2013
Certification Number: 62387-20

Expiration: January 14, 2016



Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of the date of this letter.

MSRB ID:	K0438	Registration Date:	December 28, 2010
Registration Type:	Municipal Advisor	Company Name:	NW Financial Group, LLC

This certificate may be verified by contacting the MSRB Product Operations Department at (703) 797-6668 or by email to msrbsupport@msrb.org

Signature:

Stephanie Braddell

Name: Stephanie Braddell, Operations Manager

Date: November 25, 2014

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 45453

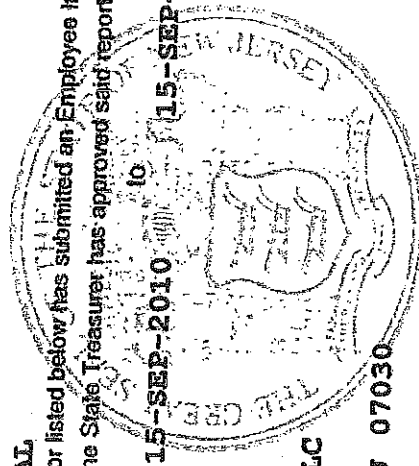
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2010 to 15-SEP-2017

NW FINANCIAL GROUP LLC
2 HUDSON PLACE
HOBOKEN

NJ 07030



Andrew P. Sidamon-Eristoff
State Treasurer

ANTI-HARASSMENT/ ANTI-DISCRIMINATION POLICY & REPORTING PROCEDURE

NW Financial Group LLC is an equal employment opportunity employer. It is the policy of NW Financial to make employment decisions without regard to race, color, religion, sex, age, national origin disability, sexual orientation, marital status or any other protected category.

It is the policy of NW Financial Group (The "Company") that all employees should be able to enjoy a work environment free from all forms of discrimination, including harassment. As such, the Company is committed to vigorously enforcing their Anti-harassment/Anti-discrimination Policy. This policy applies to all employees of the organization (without regard to position) and individuals not directly connected to the Company (e.g., an outside vendor, consultant, customer or guest).

Title VII of the Civil Rights Act of 1964, the ADEA and the ADA prohibit employment discrimination based on race, color, religion, disability, sex, age, or national origin. Harassment is considered a form of discrimination and is specifically included among the prohibitions under Title VII of the Civil Rights Act of 1964. This policy prohibits discrimination and harassment on these as well as on the basis of familial status, marital status and on any other basis that may become illegal. In addition, retaliation or reprisal taken against anyone who has expressed concern about harassment or discrimination against the individual raising the concern is illegal.

The Equal Employment Opportunity Commission (EEOC) has defined one form of harassment, sexual harassment, as "unwelcome sexual advances, requests for sexual favors, sexual comments, or other verbal or physical acts of a sexual or sex-based nature including, but not limited to drawings, pictures, jokes, and/or teasing where (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) an employment decision is based on an individual's acceptance or rejection of such conduct; or (3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment."

Our Anti-harassment/Anti-discrimination Policy prohibits all forms of harassment, discrimination and/or retaliation by any individual employed by, doing business with or for, or visiting the Company. Employees who believe they have been the subject of harassment, discrimination and/or retaliation or an employee who may have been a witness to harassment and/or retaliation must report the incident immediately to a manager of the Company. Those who have an immediate need to know, including the alleged target of harassment or retaliation, the alleged harassers or retaliators, and any witnesses will be informed of the identity of the complainant. All individuals contacted in the course of an investigation will be advised that all persons contacted during the investigation are entitled to respect and that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided information in connection with a complaint, is a separate violation of the Company's policy. All information will be disclosed only on a need-to-know basis to allow the Company to investigate and resolve the incident. The Company recognizes the serious nature of harassment and discrimination and will endeavor to protect; as is possible, the

employee who may have been subjected to harassment or discrimination, any witnesses and the party against whom allegations have been made. Confidentiality depends on all parties agreeing not to discuss the investigation with others. The Company will take reasonable steps to repair the reputation of anyone who is falsely accused.

Harassment and discrimination are unlawful and have a negative impact on employees. Violation of the Anti-harassment Policy/Anti-discrimination will not be tolerated by the Company and may result in discipline up to and including termination. Offensive acts or conduct have no legitimate business purpose; accordingly, any employee, regardless of his/her position within the Company, who it is determined has engaged in such conduct will be made to bear the full responsibility for such unlawful conduct.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING

NW FINANCIAL GROUP, L.L.C.

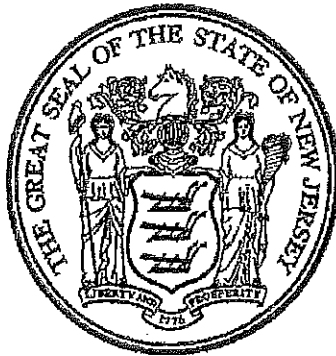
0600027260

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on April 30, 1996.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Rdinaldo M D Argenio Esq
210 Sylvan Ave
Englewood Cliffs, NJ 07632 0000*



Certification# 117155723

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
17th day of May, 2010*

A handwritten signature in black ink, appearing to be "A. Argenio", is written over the printed name of the State Treasurer.

State Treasurer

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



CERTIFICATE OF LIABILITY INSURANCE

NWFINAN-01

RKOPACKA

DATE (MM/DD/YYYY)

10/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Otterstedt Insurance Agency Inc. 540 Sylvan Avenue Englewood Cliffs, NJ 07632	CONTACT NAME: PHONE (A/C, No, Ext): (201) 227-1800 E-MAIL: ADDRESS:	FAX (A/C, No): (201) 227-5020
	INSURER(S) AFFORDING COVERAGE	
INSURED NW Financial Group, LLC NW Advisory Group, Inc. NW Capital Markets, Inc 2 Hudson Place, 3rd Floor Hoboken, NJ 07030	INSURER A: Hartford	NAIC # 00914
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see OthCov section GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			13SBAZR9795SB	09/04/2015	09/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			13SBAZR9795SB	09/04/2015	09/04/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		N/A	13WBCBN0099	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder, Atlantic County Utilities Authority, is added as 'Additional Insured' per form IH1200 (11/85).

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.027

Agenda No. 10-W

Approved: JAN 13 2016

TITLE:



RESOLUTION RATIFYING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LOCKE LORD, LLP TO REPRESENT ANTHONY CRUZ, DIRECTOR OF THE DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE IN THE MATTER OF DANIEL M. WRIEDEN V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and Anthony Cruz, Director of the Department of Housing, Economic Development and Commerce have been named in a complaint filed in the Superior Court of New Jersey under Docket No. HUD-L-4610-15 by Daniel M. Wrieden alleging violation of his constitutional rights, LAD, a hostile work environment, sexual orientation and retaliation; and

WHEREAS, the law firm of Locke Lord, LLP are qualified to perform these services; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent Director Anthony Cruz in this matter; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Locke Lord, LLP, possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, in September, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Locke Lord, LLP submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Locke Lord, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Locke Lord, LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Locke Lord, LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Locke Lord, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 16-298-56-000-856**.

City Clerk File No. Res. 16.027Agenda No. 10.WTITLE: JAN 13 2016

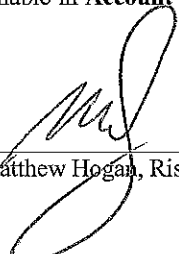
RESOLUTION RATIFYING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LOCKE LORD, LLP TO REPRESENT ANTHONY CRUZ, DIRECTOR OF THE DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE IN THE MATTER OF DANIEL M. WRIEDEN V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

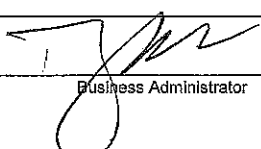
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement is awarded to Lock Lord, LLP to represent Anthony Cruz, Director of the Department of Housing, Economic Development and Commerce in the Daniel M. Wrieden litigation, for a total amount of **\$50,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 16-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

igp
12/15/15
APPROVED: _____

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

Corporation Counsel


APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LOCKE LORD, LLP TO REPRESENT ANTHONY CRUZ, DIRECTOR OF THE DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE IN THE MATTER OF DANIEL M. WRIEDEN V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

It was necessary to hire outside counsel to represent Anthony Cruz, Director of Housing, Economic Development and Commerce who was named in a complaint filed in the Superior Court of New Jersey by City employee Daniel M. Wrieden against the City of Jersey and Anthony Cruz, alleging violation of his constitutional rights, LAD, hostile work environment, sexual orientation and retaliation.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 16-14-298-56-000-856

Contract term (include all proposed renewals)

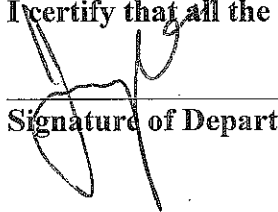
One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

Outside Counsel Agreement

WHEREAS, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the “City”) while maintaining effective supervision and cost controls; and

WHEREAS, the City issued a Request for Qualifications (“RFQ”) seeking law firms interested in serving as Outside Counsel for the City when needed; and

WHEREAS, the Corporation Counsel of the City of Jersey City (“Corporation Counsel”) has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity.

The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any

settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to

destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates

Outside Counsel is hired to work on the case of Daniel M. Wrieden v. City of Jersey City, et al., Docket No.: HUD-L-4610-15. Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City.

Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total

- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed. Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup. The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g.,

Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements. The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning. Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail. The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses. All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel. The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City

reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records. To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable. Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through. If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS.

A. Governing Law/Jurisdiction

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

C. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Outside Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

D. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Outside Counsel either did not retain the services of a lobbyist to lobby on behalf of Outside Counsel for the award of this contract, or if a lobbyist was retained by the Outside Counsel for such purposes, the Outside Counsel's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Outside Counsel whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

E. Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

- 1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000). Exhibit "A" is attached hereto and incorporated herein by reference.
- 2) An Affirmative Action Employee Information Report (form AA- 302) for contracts which exceed \$40,000;

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the _____ day of _____, 2015.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Locke Lord, LLP

By:
Firm:

APPENDIX A CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): George R. Talarico, Partner

Representative's Signature: 

Name of Company: Locke Lord LLP

Tel. No.: (973) 520-2300

Date: 12/21/15

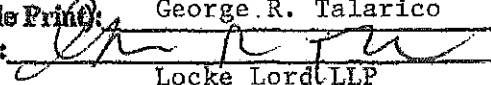
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name (Title Print): George R. Talarico
Representative's Signature: 
Name of Company: Locke Lord LLP
Tel. No.: (973) 520-2300 Date: 12/21/2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Locke Lord LLP
Address : 44 Whippany Road, Morristown, NJ 07960
Telephone No. : (973) 520-2300
Contact Name : George R. Talarico

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Locke Lord LLP
Address: 44 Whippany Road, Morristown, NJ 07960
Telephone No. : (973) 520-2300
Contact Name: George R. Talarico

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Locke Lord LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding December 21, 2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Locke Lord LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Locke Lord LLP

Signed: [Signature] Title: Partner

Print Name: George R. Talarico Date: December 21, 2015

Subscribed and sworn before me
this 21 day of December, 2015.
My Commission expires:

Carol A. Krogman
(Affiant)
Carol A. Krogman
(Print name & title of affiant) (Corporate Seal)
CAROL A. KROGMAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 13, 2017

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☒ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Locke Lord LLP

Signed: [Signature] Title: Partner
 Print Name: George R. Talarico Date: 12/21/15

Subscribed and sworn before me this 21 day of December, 2015

My Commission expires: April 13, 2017

Carol A. Kroghman
 (Affiant)
Carol A. Kroghman
 (Print name & title of affiant) (Corporate Seal)

CAROL A. KROGHMAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 13, 2017

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

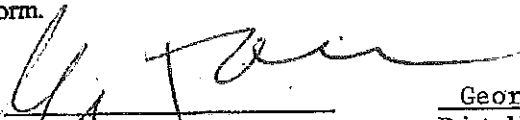
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Locke Lord LLP		
Address:	44 Whippany Road, Suite 280		
City:	Morristown	State:	NJ
		Zip:	07960

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

George R. Talarico
Printed Name

Partner
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount \$
NONE			

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	LOCKE LORD LLP		
Address:	44 WHIPPANY ROAD		
City:	MURKINSTOWN	State:	NJ
		Zip:	07960

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

John A. Rice

Signature

GEORGE R. TALARICO

Printed Name _____

PARTNER-IN-CHARGE NJ OFFICE

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

LOCKE LORD LLP

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name-of-business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date-of-award-scheduled NOVEMBER 18, 2015) for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r). *(SEE ATTACHMENT)*

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: LOCKE LORD LLP

Signed: *George R. Talavero* PARTNER-IN-CHARGE, NJ OFFICE

Print Name: GEORGE R. TALAVERO Date: 11-18-15

Subscribed and sworn before me this <u>18</u> day of <u>November</u> , 2015 My Commission expires:	<u><i>Carol Ann Kroghman</i></u> (Affiant) <u>Carol Ann Kroghman</u> (Print name & title of affiant) (Corporate Seal)
---	--

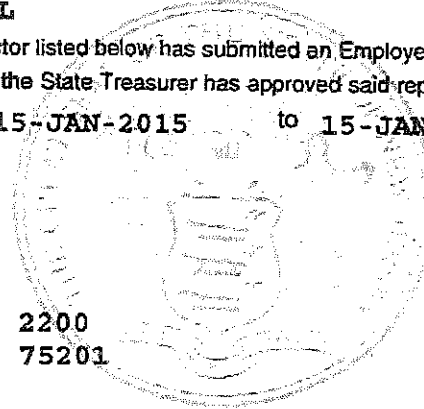
CAROL A. KROGHMAN
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 13, 2017


Certification 24335

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2015 to 15-JAN-2018

LOCKE LORD, LLP
2200 ROSS AVE., SUITE 2200
DALLAS TX 75201



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

02/28/15

Taxpayer Identification# 741-164-324/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: LOCKE LORD LLP	TRADE NAME:	
ADDRESS: 44 WHIPPANY RD STE 280 MORRISTOWN NJ 07960-4558	SEQUENCE NUMBER: 1935220	
EFFECTIVE DATE: 02/27/15	ISSUANCE DATE: 02/28/15	
 Director New Jersey Division of Revenue		
FORM BRG This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: LOCKE LORD LLP
Trade Name:
Address: 44 WHIPPANY RD STE 280
MORRISTOWN, NJ 07960-4558
Certificate Number: 1935220
Effective Date: February 27, 2015
Date of Issuance: August 31, 2015

For Office Use Only:
20150831160839361

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-028

Agenda No. 10-X

Approved: JAN 13 2016

TITLE:



RESOLUTION ESTABLISHING PETTY CASH FUNDS FOR VARIOUS DEPARTMENTS AND DIVISIONS FOR CALENDAR YEAR 2016

WHEREAS, pursuant to N.J.S.A. 40A:5-21, the following individuals are appointed as custodians and the respective Department/Division petty cash funds are established for Calendar Year 2016;

ACCOUNTS & CONTROL	Theresa A. Viola.....	\$200.00
BUSINESS ADMINISTRATION	Jo Anne Eichenbaum.....	\$200.00
CITY CLERK	Sean Gallagher.....	\$300.00
CITY COUNCIL	Margaret DeVico.....	\$200.00
CITY PLANNING	Robert Cotter.....	\$200.00
COMMUNITY DEVELOPMENT	Milagros Smith.....	\$200.00
ENGINEERING	Sonia Perez-Arellano.....	\$200.00
FIRE DEPARTMENT	Janis Feuchack.....	\$200.00
FIRE PREVENTION BUREAU	Libertad Pabon.....	\$200.00
HEALTH & HUMAN SERVICES	LaVivanan Web.....	\$200.00
H.E.D.C.	Liquan Narine.....	\$200.00
LAW DEPARTMENT	Monique Snow.....	\$1,000.00
MAYOR'S OFFICE	Lenora Brown.....	\$1,000.00
MUNICIPAL COURT	Wendy Razzolli.....	\$200.00
PARKING ENFORCEMENT	Candace Pitcher.....	\$200.00
PUBLICS WORKS DEPT.	Silendra Bajinauth.....	\$200.00
RECREATION	Joseph Iwuala.....	\$200.00
TAX ASSESSOR'S OFFICE	Michele Hennessey.....	\$200.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the above-mentioned employees be and are hereby appointed custodians of petty cash funds for various departments/divisions of the City of Jersey City. These petty cash funds have been established in accordance with the Rules and Regulations of the Division of Local Government Services and shall not exceed the stated amounts.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Establishing Petty Cash Fund and Appointing Custodians for various Departments/Divisions for Calendar Year 2016.

Initiator

Department/Division	ADMINISTRATION	ACCOUNTS & CONTROL
Name/Title	TESSIE A. BULALACAO	COMPTROLLER
Phone/email	201/547-5420	tessie@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution is to re-establish Petty Cash Funds and Appointing Custodians for various Department/Division for Calendar Year 2016

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.029

Agenda No. 10.Z.Y

Approved: JAN 13 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF SCATTER SITE STUDY AREA 1 FOR POSSIBLE DESIGNATION AS A CONDEMNATION REDEVELOPMENT AREA, AND REPEALING RESOLUTION 15.815.

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-5; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

WHEREAS, the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain (a "Condemnation Redevelopment Area");

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

WHEREAS, the Municipal Council on June 21, 1999 adopted a resolution declaring a portion of the original Vacant Buildings Study Area as an "area in need of redevelopment"; and

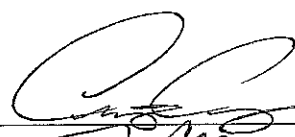

WHEREAS, the Vacant Buildings Redevelopment Plan was adopted by the Municipal Council on August 18, 1999 and last amended on October 28, 2015, as the "Scatter Site Redevelopment Plan"; and

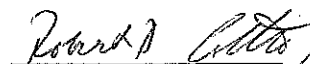
WHEREAS, the lots to be investigated are consistent with the following addresses (Block, Lot): 461-463 Palisade Avenue (3001, 21-22), 454 Palisade Avenue (3002, 13), 364-366 Palisade Avenue (5101, 37-1), and 201 New York Avenue (3805, 19); and


WHEREAS, Resolution 15.815, authorizing the Planning Board to conduct a preliminary investigation as to the condition of these lots, did not include the correct language to authorize the determination of a Condemnation Redevelopment Area with the authorization to use Eminent Domain.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment," with the authorization to use Eminent Domain (a Condemnation Redevelopment Area), and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan.

BE IT FURTHER RESOLVED that Resolution 15.815, adopted by the Municipal Council of the City of Jersey City on November 24, 2015, is hereby repealed.

APPROVED: 
APPROVED: 
Business Administrator


Robert D. Cotter, FAICP, PP, Director
Division of City Planning
APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

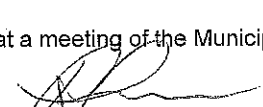
APPROVED 9-0

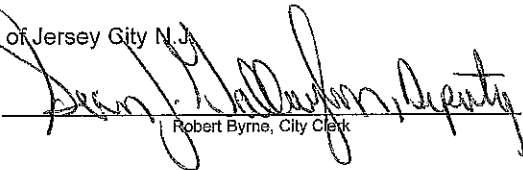
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF SCATTER SITE STUDY AREA 1 FOR POSSIBLE DESIGNATION AS A CONDEMNATION REDEVELOPMENT AREA, AND REPEALING RESOLUTION 15.815.

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director of City Planning
	Willow Latham	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org/ wlatham@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This resolution authorizes the Planning Board to conduct a preliminary investigation of the conditions of four properties for possible incorporation into the Scatter Site Redevelopment Plan as a Condemnation Redevelopment Area, with the authorization to use Eminent Domain. The Scatter Site Redevelopment Plan, formerly known as the Vacant Buildings Redevelopment Plan, was originally adopted by Council in 1999. The goal of the plan is bring scatter-site vacant buildings back into productive use.

The proposed lots for incorporation are consistent with the following addresses (Block, Lot): 461-463 Palisade Avenue (3001, 21-22), 454 Palisade Avenue (3002, 13), 364-366 Palisade Avenue (5101, 37-1), and 201 New York Avenue (3805, 19).

Resolution 15.815, adopted by Council on November 24, 2015 and authorizing the Planning Board to conduct a preliminary investigation as to the condition of these lots, did not include the correct legal language to authorize the determination of a Condemnation Redevelopment Area with the authorization to use Eminent Domain.

I certify that all the facts presented herein are accurate.

Willow Latham 1/7/16



Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.030

Agenda No. 10.7

Approved: JAN 13 2016

TITLE:



A Resolution Honoring

Sergeant Edward McGreevey 43 Years of Service to the City of Jersey City

Council as a whole offered and moved for the adoption of the following resolution:

WHEREAS, Sergeant Edward McGreevey was appointed to the Jersey City Police Department on May 1, 1972, was promoted to the rank of Detective on July 24, 1985, and promoted again to the rank of Sergeant on September 9, 1988; and,

WHEREAS, Sergeant Edward McGreevey served in numerous roles throughout his tenure with the Jersey City Police Department, including time as a member of the Neighborhood Task Force, the Narcotics Squad, the South District, the West District, and the Investigations Bureau; and,

WHEREAS, during his career with the Jersey City Police Department, Sergeant Edward McGreevey was the recipient of one Commendation, one Unit Citation award, one Class F award, and eleven Excellent Police Service Awards; and

WHEREAS, effective September 1, 2015, Sergeant Edward McGreevey has retired from the Jersey City Police Department;

NOW, THEREFORE, BE IT RESOLVED THAT the Jersey City Municipal Council honors and thanks Sergeant Edward McGreevey for his years of dedicated service to the City of Jersey City; and,

BE IT FURTHER RESOLVED, that all members of the Jersey City Municipal Council wish Sergeant Edward McGreevey a lengthy and happy retirement.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.13.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.031

Agenda No. 10.Z.1

Approved: JAN 13 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AFFORDABLE INTERIOR SYSTEMS FOR THE PURCHASE & DELIVERY OF FURNITURE UNDER STATE CONTRACT FOR THE 3RD AND 4TH FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028), FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, office furniture is needed for the office renovations at 394 Central Avenue 3rd and 4th floors; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Affordable Interior Systems, 4 Bonazoli Avenue, Hudson, Massachusetts 01749 is in possession of State Contract A87105, submitted a proposal in the amount of \$59,689.70 for the purchase and delivery of office furniture; and

WHEREAS, funds are available for this contract in the Capital Account:

Account	P.O. #	State Contract	
04-215-55-210-990	119543	A87105	\$54,910.50
04-215-55-210-990	119542	A87105	\$ 4,779.20
		Total	\$59,689.70

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Affordable Interior Systems for the purchase and delivery of office furniture for 394 Central Avenue, 3rd and 4th floors, (Project 2014-028).
2. The total contract amount is \$59,689.70.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 116.031Agenda No. 10.7.1TITLE: JAN 13 2016

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AFFORDABLE INTERIOR SYSTEMS FOR THE PURCHASE & DELIVERY OF FURNITURE UNDER STATE CONTRACT FOR THE 3RD AND 4TH FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028), FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Capital Account.

Account	P.O. #	State Contract	
04-215-55-210-990	119543	A87105	\$54,910.50
04-215-55-210-990	119542	A87105	\$ 4,779.20
		Total	\$59,689.70

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

January 6, 2016
Date

PF/pv
1/6/16

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.13.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO AFFORDABLE INTERIOR SYSTEMS FOR THE PURCHASE & DELIVERY OF FURNITURE UNDER STATE CONTRACT FOR THE THIRD AND FOURTH FLOOR OFFICE RENOVATIONS AT 394 CENTRAL AVENUE (PROJECT 2014-028), FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering, Traffic and Trans.
Name/Title	Brian F. Weller, L.L.A., Director	Director
Phone/email	(201) 547-5900	Wellerb@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Purchase of new furniture under State Contract for the office renovations at 394 Central Avenue.

The building's renovation incorporated the inherit benefits of new furniture allowing for efficient use of the space. The furniture was designed for optimum user productivity that will enable better service to the public.

Cost (Identify all sources and amounts)

\$59,689.70 – General Building Capital Acct.
04-215-55-210-990

Contract term (include all proposed renewals)

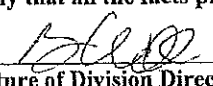
Furniture to be delivered within 3 to 4 weeks
after contract award.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director


Date

1/11/16